APPROVAL OF MINUTES

2024-157 Mayor Mandell	**Act on resolution dispensing with the minutes of the Special Meeting held on Thursday, May 2, 2024.**

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

Public Hearing for the purpose of receiving written and oral comments from the public on the City of Elmira's application for the Carriage House Inn and Tommy Hilfiger Archive Project located at 243 Lake Street and 254 Baldwin Street under the Restore NY Communities Grant.

PERSONNEL ACTIONS

2024-158 Joseph Duffy	**Receive communication from the City Manager and act on resolution reporting the Personnel Action for the City of Elmira whereby Brian J. Evans has been appointed to the position of Animal Control Officer, effective April 18, 2024 at an annual salary of $42,401.**

RESOLUTIONS

2024-159 Mayor Mandell	**Resolution Setting the Date for a Public Hearing on the Substantial Amendment to the City of Elmira's 2020 Annual Action Plan for CARES Act CDBG Funds.**
2024-160 Nan Moss	**Receive communication from the Corporation Counsel and act on resolution whereby City Council reviewed and adopted the City's current Purchasing Policy and Procedures, a copy of which is attached hereto.**
2024-161 Gary Brinn	**Act on resolution designating a Polling Place and appointing Election Inspectors pursuant to the Water Department Act of 1950 for the purpose of electing One (1) Water Commissioner for a One year term, said**

Election to be held on June 4, 2024.

2024-162
Corey Cooke

Act on resolution receiving the Woodlawn Cemetery Commission Results of Operations Fiscal Year Ending December 31, 2023.

AGREEMENTS

2024-163
Gary Brinn

Receive communication from the City Manager and act on resolution approving the renewal of an inspection contract for the dry sprinkler system at the City's Department of Public Works with Davis-Ulmer Fire Protection for a term of one year commencing June 1, 2024 through May 31, 2025 at a total annual cost to the City of $1,900.00 ($475.00 quarterly) and authorizing the City Manager to execute the renewal inspection agreement; said agreement subject to Corporation Council approval.

2024-164
Mayor Mandell

Receive communication from the City Manager and act on resolution authorizing the City to enter into a contract with Stand Energy Corporation (SEC) under which SEC will supply the City's natural gas needs commencing August 1, 2024 through April 30, 2026 and authorizing the Mayor to execute the contract between the City and SEC; said contract subject to Corporation Counsel approval.

2024-165
Joseph Duffy

Receive communication from the City Manager and act on resolution accepting the bid of Elmira Road Materials, the lowest responsible bidder meeting all bid specifications, for the 2024 hot mix asphalt projects in the total amount of $794,095.95, as set forth on the bid summary sheet attached hereto, and authorizing the Mayor to sign the necessary documents to effect this award.

2024-166
Mayor Mandell

Receive communication from the City Manager and act on resolution accepting and awarding the bid of ID Booth/Booth Electric Supply, the sole responsible bidder meeting all bid specifications, for the supply of LED Street Light-Lumec RoadFocus Plus at the total bid of $61,400.00; and authorizing the Mayor to sign all documents to effect this award.

AUDITS

2024-167
Corey Cooke

Act on Lead Hazard Reduction Grant Program Audit.

2024-168
Nan Moss

Act on Community Development Block Grant Program Audit.

2024-169
Jackie Wilson

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2024-170
Jackie Wilson

Act on resolution to adjourn.

Respectfully Submitted,

Christina C. Rodriguez
City Clerk

Agenda Summary:	Act on resolution dispensing with the minutes of the Special Meeting held on Thursday, May 2, 2024.
Resolution Number:	2024-157
Sponsor:	Mayor Mandell

ATTACHMENTS

Beginning May 6.docx

May 6, 2024

Minutes of the Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 6th day of May, 2024.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION
No. 2024-______

By Councilmember ____________________:

RESOLVED, that the reading of the minutes of the Special Meeting of this Council held May 2, 2024, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Public Hearing for the purpose of receiving written and oral comments from the public on the City of Elmira's application for the Carriage House Inn and Tommy Hilfiger Archive Project located at 243 Lake Street and 254 Baldwin Street under the Restore NY Communities Grant.

Resolution Number:

Sponsor:

ATTACHMENTS

Public Hearing Resolution Carriage House Inn.docx

May 6, 2024

PUBLIC HEARING

PUBLIC HEARING held this 6th day of May, 2024, for the purpose of receiving written and oral comments from the public on the City of Elmira's application for the Carriage House Inn and Tommy Hilfiger Archive Project undertaken by 243 Lake Street LLC and 254 Baldwin Street LLC (Todd Yoggy and Charles Hunter) and located at 243 Lake Street and 254 Baldwin Street. The funding is under Round 8 of the Restore NY Communities Program.

APPEARANCES:

In Favor Of:

Opened:
Closed:

Opposed:

Agenda Summary:	Receive communication from the City Manager and act on resolution reporting the Personnel Action for the City of Elmira whereby Brian J. Evans has been appointed to the position of Animal Control Officer, effective April 18, 2024 at an annual salary of $42,401.
Resolution Number:	2024-158
Sponsor:	Joseph Duffy

ATTACHMENTS

Personnel Actions May 6.docx

May 6, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Councilmembers

Dear Councilmembers:

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

EVANS, BRIAN J.	Breesport, NY, has been appointed to the position of Animal Control Officer, effective April 18, 2024, at an annual salary of $42,401.

Respectfully submitted,

P. Michael Collins
City Manager

May 6, 2024

RESOLUTION

2024 - ____

By Councilmember: ________________________________

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Brian J. Evans, Breesport, NY has been appointed to the position of Animal Control Officer, effective April 18, 2024, at an annual salary of $42,401; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Resolution Setting the Date for a Public Hearing on the Substantial Amendment to the City of Elmira's 2020 Annual Action Plan for CARES Act CDBG Funds.

Resolution Number: 2024-159

Sponsor: Mayor Mandell

ATTACHMENTS

Authorizing Public Hearing CARES ACT Parks.doc
Proposed Budget Round Parks.docx

May 6th, 2024

RESOLUTION NO.2024-_____

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE SUBSTANTIAL AMENDMENT TO THE CITY OF ELMIRA'S 2020 ANNUAL ACTION PLAN FOR CARES ACT CDBG FUNDS

By Councilmember: ____

WHEREAS the Coronavirus Aid, Relief, and Economic Security (CARES) Act included a total of $1 billion in Community Development Block Grant (CDBG) funds for projects and programs administered by the U.S. Department of Housing and Urban Development; and

WHEREAS the U.S. Department of Housing and Urban Development (HUD) has advised the City of Elmira that it is eligible to receive a total allocation under CDBG-CV of $993,785.00; and all funds must be fully expended and drawn by March 27, 2026; and

WHEREAS the City of Elmira Department of Community Development has Two Hundred and Seventy-Five Thousand, Two Hundred and Fifteen Dollars and Fifty Hundredths ($275,215.50) remaining in unallocated CDBC-CV funds; and

WHEREAS the purpose of the CARES ACT was to provide response to the emergency COVID-19 outbreak; and goal of the Community Development Block Grant Program is to create suitable living environments, provide decent affordable housing and create economic opportunities, primarily for persons of low and moderate income; and

WHEREAS the Department of Community Development is proposing reallocation of the remaining CARES-ACT funds towards Public Facilities - Parks, and the tie back to Coronavirus is through prevention (health and wellness), as allowed by the HUD CDBG-CV Public Facilities Quick Guide, June 2021; and

WHEREAS The City of Elmira's Citizen Participation Plan requires a substantial amendment to the Consolidated Plan and/or Annual Action Plan for this budget modification; and

WHEREAS a proposed program activities budget for the substantial amendment has been prepared; and

WHEREAS in accordance with HUD program regulations, and the local Consolidated Plan's citizen participation process, the City of Elmira is required to hold a pubic hearing to obtain the views of citizens on the proposed activities to be funded under the proposed substantial amendments.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing for the substantial amendments to the City of Elmira's 2020 Annual Action Plan for the purpose CARES Act funds be scheduled for Monday, May 20th, 2024 at 5:30 PM during the regularly scheduled City Council meeting; and

BE IT FURTHER RESOLVED, that notice of the public hearing, including the proposed listing of activities to be funded, be published in the Star Gazette.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Updated CARES ACT Budget – Unallocated Funds ONLY

Public Facilities – Parks	$275,215.50
TOTAL CDBG	$275,215.50

Agenda Summary: Receive communication from the Corporation Counsel and act on resolution whereby City Council reviewed and adopted the City's current Purchasing Policy and Procedures, a copy of which is attached hereto.

Resolution Number: 2024-160

Sponsor: Nan Moss

ATTACHMENTS

resolution purchasing policy & procedure 2024 5.6.2024.doc
2024 Proposed City Purchasing Policy.doc

May 6, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In accordance with section 104-b of the General Municipal Law, the City has a written Purchasing Policy and Procedure. Subdivision (4) of section 104-b mandates that the "governing board" shall annually review its policies and procedures.

Attached is a copy of the City's current Purchasing Policy and Procedure. The following resolution confirms Council's review and adoption of the Purchasing Policy and Procedure.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

May 6, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ___________________:

RESOLVED, that the communication from the Corporation Counsel regarding the City's current Purchasing Policy and Procedure, be received and placed on file; and be it further

RESOLVED, that pursuant to the requirement of subparagraph 4 of section 104-b of the General Municipal Law, the City Council of the City of Elmira, New York has reviewed and hereby adopts the attached policy and procedure.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Adopted by City Council August 8, 1994, Resolution 94-444
Revised December 17, 2001 - City Council Resolution 2001–415
Reviewed and Adopted by City Council May 3, 2004, Resolution 2004-141
Reviewed and Adopted by City Council October 16, 2006 - Resolution 2006-341
Reviewed and Adopted by City Council on December 21, 2009 – Resolution 2009-459
Reviewed and Adopted by City Council on December 6, 2010 – Resolution 2010-386
Reviewed and Adopted by City Council on October 22, 2012 – Resolution 2012-319
Reviewed and Adopted by City Council on October 21, 2013 – Resolution 2013-312
Reviewed and Adopted by City Council on November 3, 2014 – Resolution 2014-360
Reviewed and Adopted by City Council on July 29, 2015 – Resolution 2015-203
Reviewed and Adopted by City Council on September 6, 2016 – 2016-285
Reviewed and Adopted by City Council on August 7, 2017 – 2017-195
Reviewed and Adopted by City Council on September 4, 2018 – 2018-204
Reviewed, Revised and Adopted by City Council on July 6, 2020 – 2020-201
Reviewed, Revised and Adopted by City Council on September 27, 2021 – 2021-278
Reviewed, Revised and Adopted by City Council on November 7, 2022 – 2022-363
Reviewed, Revised and Adopted by City Council on October 23, 2023 – 2023-331

2024 City of Elmira Purchasing Policy and Procedure

Section A – General Policy

1. The Purchasing Function shall operate under the direction of the City Manager, and according to the Inter-Municipal Agreement with Chemung County.

2 All rules, laws, policies, procedures, and regulations apply to all City Employees participating in the process / procedure of procuring goods and services.

3. The Purchasing Coordinator shall issue purchase orders for authorized requisitions which meet the criteria and standards set forth herein.

The Purchasing Coordinator and staff shall advise user departments in matters related to procurement methods, purchasing policies, and requirements. Pursuant to an Intermunicipal Agreement with the County of Chemung, the County's Purchasing Coordinator shall be the City's Purchasing Coordinator:

As Purchasing Coordinator for the County of Chemung and City of Elmira, the assigned person will be responsible to plan, direct, and coordinate a variety of diverse, centralized services in support of the County and City departments and various agencies. Work is performed under the general supervision of the Deputy County Executive. The Purchasing Coordinator:

- Formulates and implements operational policies and procedures for Purchasing, Communications, and Central Stores for application within County and City departments and agencies;
- Confers regularly with operational and supervisory personnel to improve exiting services and to develop new procedures and / or services as needed;
- Develops and implements necessary changes to purchasing system for greater efficiency, to include new procedures, forms and scheduling;
- Prepares reports regarding services and analyzes data in relation to goals and objectives for the County Executive;
- Coordinates bidding procedures required by law to include: advertising for bids, maintaining current information in bid package, coordinating bid specifications with bid plans, opening bids, creating bid tabulations, maintaining current bid index files, managing prospective bidders' correspondence and coordinating contract documents to finalize bid awards;
- Supervises staff in processing bids, requisitions, purchase orders, mail processing and routine office procedures and other purchasing related work as required;
- Supervises staff relating to telephone responsibilities; e.g. repair calls, new lines or circuits as requested, mobile phone orders, invoice payment and department billing.

- Supervises Central Stores staff in processing outgoing USPS mail through an electronic mailing meter; staff sorts and delivers incoming mail for County and City departments. Central Stores personnel orders City and County office supplies is coordinated by the Purchasing Department.
- Operates daily office schedule which includes answering and directing purchasing related questions and problems, vendor invoicing problems, meeting with vendors and sales representatives, attending trade shows, coordinating and making presentations to County and City department heads and their purchasing personnel to explain changes in the system as they occur.
- Prepares and administers Purchasing Department budget;
- Coordinates the annual surplus property auction for the City, if needed.
- Other purchasing related tasks as requested by the County and City.

4. All Department Heads are responsible for reasonably anticipating the total annual expenditure for materials and services expected to be purchased for use by their department. These anticipated expenditure totals shall dictate the procurement method to be used in accordance with the policies and procedures outlined herein.

5. A Department requesting a purchase under a New York State or County Contract shall identify the contract number, contractor's identity, and specific items and their respective costs on each requisition using such contracts.

For the use of <u>out-of-state shared contracts</u> the following must be in place:

- The shared contract must be consistent with New York State law and made available for use by other government entities.
- A complete copy of the solicitation
- A copy of the evaluation which includes cost and / or price analysis and that the award determination was fair and reasonable.
- A copy of the award recommendation and the final contract.

**Purchase contracts and public works subject to competitive bidding will be awarded to the lowest responsible bidder, however, the City Council authorizes that purchase contracts may be awarded on the basis of best value, as defined in State Finance Law 163.

6. A written justification along with documentation of any purchase contract awarded to or recommended to be awarded to other than the lowest responsible dollar offerer shall be kept on file with the purchase order. Possible acceptable justification would be: inability to deliver goods or services within the required amount of time, substandard or unsuitable materials being offered, or materials or services which do not meet the specifications or intent of the quotation, proposal, or bid.

7. Tie Bids are low responsive bids from responsible bidders that are identical in price, meeting all the requirements and criteria set forth in the RFB where contractor selection is based on price alone.

Vendor Selection – In the case of a tie bid, the Purchasing Coordinator shall break the tie in the following priority:

1. Select the bidder who Participates in one or more New York State Certified Apprenticeship Program
2. Select the bidder from City of Elmira
3. Select the bidder from Chemung County
4. Select the bidder from New York State
5. Select the bidder who submitted their bid first

6. Conduct a public drawing with a witness to verify results

Record vendor selection method used to break the tie.

8. Emergency purchases: An emergency purchase order may be issued by the Purchasing Coordinator up to the amount of $10,000.00 at the request of a Department Head. Emergency requests exceeding $10,000.00 must be approved by the City Manager. The following procedure will be followed:

The Department Head shall provide the Purchasing Coordinator with an explanation of the emergency situation and an estimated cost. Upon approval, the Department will process a requisition for same through the computerized purchasing system. In the absence of the Purchasing Coordinator, the City Chamberlain may approve an emergency purchase up to $10,000.00, or in the event the amount would exceed $10,000.00, the City Manager must approve. Emergency purchases will be reviewed by the City Manager. Emergency purchases exceeding the bidding threshold(s) must be approved by the Corporation Counsel.

9. Sole Source Purchases: As provided by section 103 of the General Municipal Law, sole source is defined as a situation where there is only one possible source from which to procure goods and services, such as in the case of certain patented goods or services. The unique benefits of the patented item as compared to other products available in the marketplace must be established. Also, that no other product provides substantially equivalent or similar benefits; and that considering the benefits received, the cost of the item is reasonable.

a. <u>Documentation:</u> The City will maintain written documentation of the unique benefits of the product or service purchased as compared to other products or services available in the marketplace; that no other product or service provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the product or service is reasonable, when compared to conventional methods. In addition, the documentation will provide that there is no possibility of competition for the procurement of the goods or services. Documentation shall be attached to the Purchase Order.

Sole source purchases which exceed bidding thresholds require written justification by the department head and complete vendor documentation. Departments shall complete a route slip, attach all documentation, and forward to the Purchasing Coordinator. The City Manager must approve any sole source purchase exceeding bidding thresholds.

Sole Source is a monopolistic situation and no possibility of competition.

10. The City Chamberlain shall approve all purchase requisitions for compliance with <u>budgetary and accounting</u> requirements prior to issuance of purchase orders by the Purchasing Coordinator or designee. The City Chamberlain shall audit all invoices issued against purchase orders prior to issuing payment.

11. The purchases of professional services are not subject to the procedures entailed in Sections B and C herein, but shall be solicited or obtained after review and conference by the Department Head, Purchasing Coordinator and the City Manager. Efforts will be made to obtain two to three written proposals for the required service, if possible. A purchase order contract may be issued for professional service contracts under $10,000.00. Professional Service Contracts in excess of $ 10,000.00 shall be awarded by the City Council and the contract reviewed and approved by the Corporation Counsel.

12. Any Purchase Requisition may be reviewed and / or rejected by the City Manager

13. The City Council shall review these policies and procedures annually.

14. Blanket Purchase Orders may be requested by the Department for purchases of routine supplies, materials, and services used by the departments. The Blanket Purchase Orders shall properly identify the various commodities / services which are anticipated to be purchased and the total annual amount expected to be required for each vendor's blanket order.

a. Blanket orders for department requirements may be used to New York State, Chemung County, or other Authorized Shared Contract contractors if this method facilitates department operations. The blanket order shall be identified as such a contract on the Blanket Purchase Order request. Only items covered under the specified contract may be purchased against that order.

b. Blanket orders shall not be utilized by departments for any single item or group of like items for which the annual total exceeds statutory bidding requirements.

c. Purchases made against blanket purchase orders and payments made for such purchases are subject to review and audit. Abuses and / or misuse of the process by a department may result in cancellation of any or all of the department's blanket purchase orders and denial of future issuance of blanket purchase orders.

15. Electronic Receipt of Bids may be authorized by the bid specification and accepted in the designated electronic format. Submission in electronic format may not be required as the sole method for the submission of bids.

a. The receiving device designated by the City of Elmira will be the e-Procurement software from Empire State Bid System and will be identified in the bid specification. The Empire State Bid System will, at a minimum:

1. Document time and date of each bid received electronically;
2. Authenticate the identity of the sender;
3. Ensure security of the information transmitted;
4. Ensure confidentiality of bid until the time and date established for opening the bids.

b. Timely submissions of an electronic bid in compliance with instructions provided for such submission will be stated in the advertisement for bids and shall be the responsibility of each bidder. The City shall not incur any liability from delays or interruptions in the receiving device designated for the submission and receipt of electronic bids.

Section B: Purchasing Policy And Procedure For Procurement Of Materials And Supplies		
Requisition Amount	Purchasing Authorization	Method Of Procurement (Exceptions Noted Below)
Under $ 3,000.00 per single item	Department Head and Purchasing Coordinator	Departments to obtain one (1) to two (2) written quotations inclusive of all charges. Quotes will be guaranteed for thirty (30) days.
$3,000.00 to $9,999.00 per single item	Department Head & Purchasing Coordinator	Departments to obtain at least two written quotations inclusive of all charges. Quotes will be guaranteed for forty-five (45) days. The written quotes must be obtained by using the standard forms and be submitted to the Purchasing Coordinator with the requisition.
$10,000.00 to $20,000.00 per single item	Department Head & Purchasing Coordinator & City Manager	The Purchasing Department or originating department shall obtain three (3) written quotations, pricing inclusive of all charges, and guaranteed for sixty (60) days.
Over $ 20,000.00 per single item or cumulative purchase	Department Head & Purchasing Coordinator & City Manager & City Council	Competitive sealed bids are required by NYS law for all purchases of any single item costing over $20,000.00, or cumulative purchases over $ 20,000.00 of any single item or type of item (ex: tires) in one calendar year. The City Manager shall request permission from City Council to go out for bids for all items in this category. Department requests must be submitted to the City Manager for review and conference by Purchasing Coordinator and City Chamberlain. Technical specifications shall be submitted to the Purchasing Coordinator for development of a formal bid. The final bid document shall be approved by the Corporation Counsel and the City Manager.

Exceptions to all the above procurement requirements are purchase contracts with vendors holding a NYS OGS Contract, a Chemung County or other authorized Shared Contract as defined by General Municipal Law 103, Preferred Source, or documented sole source.

FORMS FOR OBTAINING QUOTES AND PROPOSALS ARE ON THE CITY INTRANET

Section C: Policy And Procedure For Procurement Of Public Works And Building Service Contracts		
Contract Amount	Purchasing Authorization	Method Of Procurement (Exceptions Noted Below)
Under $ 7,500.00	Department Head & Purchasing Coordinator	The Department shall obtain a minimum of two written proposals inclusive of all charges using standard city request for proposal form. All proposals shall be submitted with the purchase requisition for approval. The standard legal requirements are stated on the City's proposal form, and vendors/contractors shall comply with these requirements. 1. Prevailing wage rates must be paid and documentation must be supplied to the Purchasing Department. Payment shall be withheld until the certified payrolls are provided. 2. General liability insurance of one-million dollars ($1,000,000.00); ($ 500,000.00 for contracts under $ 1,000) per occurrence and a certificate naming The City of Elmira, it's officers and employees as additional insureds on a primary basis and worker's compensation coverage.
$ 7,500.00 to $ 19,999.00	Department Head & Purchasing Coordinator & City Manager	The Purchasing Department or the originating department shall obtain at least two written proposals using the Request for Proposal Form Requirements: same as above
$20,000.00 to $35,000.00	Department Head & Purchasing Coordinator & City Manager	The Purchasing Department or the originating department shall obtain three written proposals using the City's standard request for proposal form. The department shall provide a description of the work to be performed or services to be provided to the Purchasing Coordinator. Requirements: same as above Additional requirements: performance bond required in the form of: certified check or bank draft in the amount of 10% of the amount of the contract, or a performance bond in the amount of 100% of the amount of the contract, or an irrevocable letter of credit for the full amount of the contract.
OVER $35,000.00	Department Head & Purchasing Coordinator & City Manager & City Council	Competitive sealed bids are required The City Manager shall request permission from City Council to go out for bids for all items in this category. Department requests shall be submitted to the City Manager for review and conference by Purchasing Coordinator and City Chamberlain.

Exceptions to all the above procurement requirements are purchase contracts with vendors holding a NYS OGS Contract, a Chemung County or other authorized Shared Contract as defined by General Municipal Law 103, Preferred Source, or documented sole source.

FORMS FOR OBTAINING QUOTES AND PROPOSALS ARE ON THE CITY INTRANET

SECTION D: PURCHASING FORMS

CITY OF ELMIRA **REQUEST FOR QUOTATION**

Issue Date: ___________________

Quote Information	Vendor Information	City Information
Quote Due By: Date: Time:	Name: Address:	Quote Requested by: Department/Division: Address:
Delivery Time: _______ Days from date of order.	Contact Name:	Phone: Mobile Phone: Fax:
Award Based Upon: Low Total Gross Sum Quote or Lowest Quote for Each Item	Phone: Mobile Phone: Fax:	Ship To:

A. GENERAL CONDITIONS:

1. Quotations should be mailed, faxed, or hand delivered to the City Department and person listed above. The quotes must be received by the City on or before the due date and time. Late quotes will not be accepted. The City of Elmira has the right to reject any or all quotes and to waive technicalities if its best interest will be served thereby.

2. Submission of Quote: Bidders must submit their quote on this document. All pages of this document must be initialed and submitted. Quotes shall remain firm for thirty (30) calendar days for quotes less than $3,000.00; for forty-five (45) calendar days for quotes between $3,000.00 and $9,999.00 and for sixty (60) days for quotes between $10,000.00 and $19,999.00 from the proposal due date.

3. Price Quotes shall include all shipping and handling, F.O.B. destination.

4. Delivery: Delivery shall be within the delivery time stated above.

5. Payment: Payment shall be made within forty-five (45) days of receipt and acceptance of bid items or receipt of the vendor's invoice, which ever is later.

6. Executory Clause: Any contract awarded as a result of this solicitation shall be deemed executory only to the extent of the monies appropriated and available for its purpose, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that this solicitation, any resulting contract, or 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.

7. Vendor Knowledge of Requirements: All vendors must carefully inspect this document and be fully aware of its requirements. Questions should be directed to the City employee listed above. The submission of a quote will be construed as evidence that the vendor has made such examinations and understands all conditions.

Form for Submission of Quotation				
Qty	Description	Unit Price	Total Price In Figures	Total Price In Words
TOTAL GROSS SUM QUOTE:				

NAME AND TITLE OF PERSON PREPARING QUOTE

BUSINESS ADDRESS AND TELEPHONE NUMBER OF PERSON PREPARING QUOTE

NAME OF PERSON, FIRM, OR CORPORATION ON WHOSE BEHALF QUOTE IS MADE

SIGNATURE OF PERSON PREPARING QUOTE

CITY OF ELMIRA REQUEST FOR PROPOSAL FOR PUBLIC WORK OR SERVICE
Issue Date: __________________

RFP Information	Vendor Information	City Information
Proposal Due By: Date: Time:	Name: Address:	Proposal Requested by: Department/Division: Address:
Contract Time: Work to begin by: And complete on or before: Prevailing wage applicable: ___yes ______no	Contact Name: Phone: Mobile Phone: Fax:	Phone: Mobile Phone: Fax:

A. GENERAL CONDITIONS:

1. Intent: It is the City of Elmira's intent to award this contract to the proposer submitting the lowest responsible proposal. The City has the right to reject any or all proposals and to waive technicalities if its best interest will be served thereby.

2. Submission of Proposal: Proposals are to be submitted to the City Department and person listed above on or before the due date and time. Initial all pages of this document and return with the proposal. Include any other documents required in the technical specifications. No vendor contracts shall be signed or agreed to by the City.

a. Proposals shall remain firm for forty-five (45) calendar days from the proposal due date.

3. Insurance: The successful proposer shall provide insurance certificates, and / or other proofs of insurance to the City of Elmira Purchasing Department within one week of notification of award and prior to start of work as follows:

a. General Liability Insurance in the amount of one-million dollars ($1,000,000.00); ($500,000.00 for contracts under $1,000.00) per occurrence and certificate naming the City of Elmira, its officers and employees as additional insured on a primary basis.

b. Workers Compensation: Proof of workers compensation must be provided.

4. Prevailing Wage Requirements (IF APPLICABLE): Contractor must pay workers according to NYS prevailing wage schedules applicable on the effective date of the contract. Pursuant to Section 220 (3-a) of the NYS Labor Law, the successful proposer to whom the City awards the contract, and any subcontractor performing work under said contract, shall submit to the City Purchasing Department a transcript of its original payroll records within thirty (30) days of the issuance of the contract (purchase order), and payroll records every thirty (30) days thereafter.

5. Issuance of Purchase Order - Notice to Proceed: Upon receipt of all required insurances and performance bonds, a purchase order will be issued to the successful contractor and this shall be the notice to proceed.

6. Payment: Payment shall be made within forty-five (45) days of completion and acceptance of the entire project or receipt of the contractor's invoice, which ever is later.

7. Executory Clause: 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 therefore shall be incurred 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.

8. Financial and Professional Qualifications: The City reserves the right to require the apparent low proposer to furnish evidence, including documentary evidence where deemed necessary, to establish proof of financial responsibility and ability to perform the contract, if awarded. The City reserves the right to conduct investigations as to the qualifications and financial position of the apparent low proposer to the fullest extent allowed by law. The City, in its sole discretion, shall determine financial and professional adequacy of proposer.

9. Proposer Knowledge of Requirements and Conditions: All prospective proposers must carefully inspect these proposal documents <u>and</u> the actual work site. The submission of a proposal will be construed as evidence that the proposer has made such examinations. Technical questions and / or appointments to tour the work site can be made by contacting the City employee listed.

The attached proposal is submitted by:

____

NAME AND TITLE OF PERSON PREPARING PROPOSAL

____

BUSINESS ADDRESS AND TELEPHONE NUMBER OF PERSON PREPARING PROPOSAL

____

NAME OF PERSON, FIRM, OR CORPORATION ON WHOSE BEHALF PROPOSAL IS MADE

____

SIGNATURE OF PERSON PREPARING PROPOSAL

Specifications and/or Description of Work attached:

City of Elmira, New York
Telephone / Verbal Quotation Summary

Department:________________________________ Division:______________________________________

Supervisor:__________________________________ Telephone:_______________ Date:________________

Notes:

	VENDORS		
Vendor Name			
Address			
City, State, Zip			
Contact Phone: Fax:			

Qty	Description:	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Totals:						

Section E – Federal Grant Administration Procedures

The City of Elmira does not have a centralized grants department, therefore it is the responsibility of each department obtaining a grant to administer, and be familiar with, all grant documents and requirements. For purposes of this policy, Department Head applies to the individual within a given department who will be responsible for the grant.

General Information

2 CFR Part 200 Subparts A-F "Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards" requires organizations to establish and maintain effective internal controls over federal awards.

To comply with 2 CFR Part 200 (subparts A-F), the City of Elmira implements the following policies and procedures, including, but not limited to:

1. Follow the current procurement policy and procedure document which reflects applicable State and Local laws and regulations. This policy will apply to Federal Grants where appropriate and will be subject to General Municipal Law and Uniform Guidance.

2. Procurement Standards. The type of purchase procedures required depends on the cost of the item(s) being purchased. NOTE: The City's procurement policy is more restrictive than the federal purchase methods; departments must always follow the most restrictive policy.

   a. Sealed Bid (Formal Advertising) – Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The Sealed bid method is the preferred method for procuring construction, if the following conditions apply:

      1) A complete, adequate, and realistic specification or purchase description is available;
      2) Two or more responsible bidders are willing and able to compete effectively for the business;
      3) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

   If sealed bids are used, the following requirements apply:

      1) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, the invitation for bids must be publicly advertised;
      2) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to respond properly;
      3) All bids will be opened at the time and place prescribed in the invitation for bids and must be opened publicly;
      4) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
      5) Any or all bids may be rejected if there is a sound documented reason.

b. Competitive Proposal – The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1) Request for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2) Proposals must be solicited from an adequate number of qualified sources;
3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

c. Noncompetitive Proposals (Sole Sourcing) – Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and maybe used only when one or more of the following circumstances apply:

1) The items is available only from a single source;
2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City; or
4) After solicitation of a number of sources, competition is determined inadequate.

3. Maintain oversight to ensure that contractors perform in accordance with the contract terms, conditions, and specifications.

4. Standards of Conduct. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employees or is about to employ any of the partied indicated herein, have a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents can neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. If the financial interest is not substantial or the gift is an unsolicited item of nominal value, no further action will be taken. However, disciplinary actions will be applied for violations of such standards otherwise.

5. Avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The City will also analyze other means, as described in §200.318 of the Uniform Guidance, to ensure appropriate and economical acquisitions.

6. Use Intergovernmental Agreements or inter-entity agreement, where appropriate.

7. Use of Federal Excess and Surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

8. Suspension/Debarment. The City awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

a. City Departments will be required to notify the Purchasing Department and Law Department that federal funding will be used for a certain procurement/contract.
b. When requesting a written contract, the City Department will be responsible for running the Vendor/Contractor's name through the System for Award Management (SAM.gov) to determine any exclusion exists.
c. Prior to issuing a purchase order using federal funds, the Purchasing Department will check SAM.gov to determine if any exclusion exists for the Vendor/Contractor.
d. If a vendor/contractor is found to be suspended or debarred, the City will immediately cease to do business with the vendor.

9. Provide for full and open competition consistent with 2 C.F.R § 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

10. Utilize Time and Materials contracts when it has been determined, in writing, that no other contract type is suitable.

11. Settlements of Issues Arising Out of Procurements. The City is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. Violations of the law will be referred to the local, state, or federal authority having proper jurisdiction. The City maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

12. Maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (Including a cost or price analysis), and verification that the contractor is not suspended or debarred (to be supplied by Department Head).

13. Graphical Preferences Prohibited. The City shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographical preference. When contracting for architectural and engineering (A/E) services, geographical location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

14. Prequalified Lists. The City shall ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure

maximum open and free competition. Also, the City must not preclude potential bidders from qualifying during the solicitation period.

15. Solicitation Language will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. § 200.319 (c) (1).

16. Take all necessary affirmative steps to ensure that minority businesses, women's business enterprise, and labor surplus area firms are used when possible as described in §200.321.

17. Procured recovered materials incompliance with §200.322.

18. Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold ($150,000), including contract modifications. 2 C.F.R. §200.323(a).

a. A cost analysis generally means evaluating the separate cost elements that make up the total price.
b. A price analysis means evaluating the total price, without looking at the individual cost elements.
c. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the Department Head must come to an independent estimate prior to receiving bids and proposals. 2 C.F.R. §200.323(a).
d. When performing a cost analysis, the Department Head negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. 2 C.F.R. § 200.323(b).
e. The cost plus a percentage of cost and percentage of construction cost methods of contracting must NOT be used.

19. Federal awarding agency or pass-through entity review. The City will make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal award agency or pass-through entity believe such review is needed.

20. Bonding requirements (§200.325) for construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold ($150,000), the City will require:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price.
b. A performance bond on the part of the contractor for one-hundred (100) percent of the contract price.
c. A payment bond on the part of the contractor for one-hundred (100) percent of the contract price.

21. Contract provisions (§200.326). The City contract must contain the applicable provisions described in Appendix II to Part 200.

Agenda Summary:	Act on resolution designating a Polling Place and appointing Election Inspectors pursuant to the Water Department Act of 1950 for the purpose of electing One (1) Water Commissioner for a One year term, said Election to be held on June 4, 2024.
Resolution Number:	2024-161
Sponsor:	Gary Brinn

ATTACHMENTS

2024 Water Board Election Inspectors Resolution.doc

May 6, 2024

RESOLUTION

NO. 2024___________

By Councilmember: ___________________________

RESOLVED, that pursuant to the Water Department Act of 1950, the Council of the City of Elmira hereby designates the first-floor conference room of the Steele Memorial Library, at 101 East Church Street, Elmira, N.Y. as a convenient and central place in the City in which shall be held an election on Tuesday, June 4, 2024.

The purpose of electing one (1) Water Commissioner, who will be elected for a period of five (5) years, with term expiring June, of 2029.

The Polling place shall be open between 8:00AM and 5:00PM (EDST) and that all resident taxpayers of the City of Elmira of the age of eighteen and over, whose name appears on the Assessment Roll made by the Assessor of the City of Elmira, shall be entitled to vote, be it further

RESOLVED, that Roxanne Brown-Sinclair 106 Parker Circle, Elmira N.Y. 14901, Lori Adams 113 Cherrywood Manor Drive, Elmira, N.Y. 14904 and Larissa Maxwell-Singleton 207 Spaulding Street, Elmira N.Y. 14904 are appointed Inspectors of Election as provided by the Water Department Act; and be it further

RESOLVED, that the City Clerk be and she hereby is directed to give Public Notice of such election as provided by the City Charter.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Act on resolution receiving the Woodlawn Cemetery Commission Results of Operations Fiscal Year Ending December 31, 2023.

Resolution Number: 2024-162

Sponsor: Corey Cooke

ATTACHMENTS

resolution accepting woodlawn fiscal yr report 2023 5.6.2024.doc
WOODLAWN CEMETERY 2023 Annual Report - FINAL.pdf

May 6, 2024

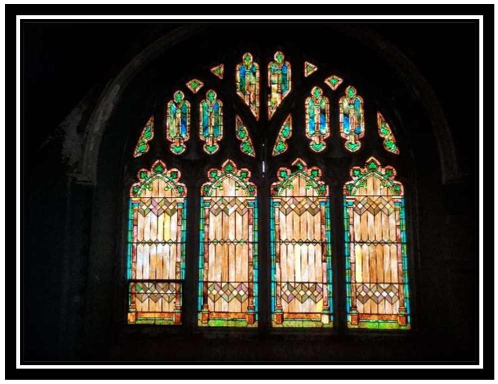
RESOLUTION
NO. 2024 – _____

By Councilmember ________________________:

Act on resolution receiving the Woodlawn Cemetery Commission Results of Operations Fiscal Year Ending December 31, 2023 and placing same on file.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	



WOODLAWN CEMETERY COMMISSION

RESULTS OF OPERATIONS

FISCAL YEAR ENDING DECEMBER 31, 2023

<u>COMMISSIONERS</u>

Talima Aaron

M. Theresa Duffy

Robert Guild

Jim Brown, Cemetery Supervisor

Sherry Mandell, Secretary to the Cemetery Commission

Charmain Cattan, Treasurer

TABLE OF CONTENTS

2023

March 30, 2024

To the Honorable Board of Cemetery Commissioners:

I herewith submit the financial report and a resume of the activities of the Commission for the year 2023.

This was a year of change and growth for the Cemetery. Sherry Mandell was appointed to the position of Secretary to the Cemetery Commissioners in February. Sherry brings many years of administrative experience and community involvement to the position. The position was modified from 40 to 30 hours per week. In March, Jim Brown was permanently promoted to the full-time position of Cemetery Supervisor and moved into the on-site Supervisor's residence. Sherry and Jim each report directly to the Commissioners and work very closely together. Tom Whitty was permanently promoted to full-time Foreman assisting Jim with the duties and supervision of the Cemetery. Additionally, there is a full-time groundskeeping crew of four (4). Historically, there have been up to five (5) seasonal worker positions during the late spring, summer, and early fall. This year only one (1) seasonal worker position was hired. The full-time crew and the seasonal worker deserve kudos for their successful meeting of the many additional seasonal requirements of the Cemetery.

Woodlawn saw the replacement and addition of essential equipment, services, and supplies during 2023. Two-hundred amp underground electrical service was brought to the Chapel along with updating interior electricity, and providing dedicated receptacles for the copier and central air conditioning which is forthcoming. Of note is the replacement of a very tired backhoe with a brand new 2023 Case backhoe, the addition of a brand new 2023 Ford F550 dump truck equipped with a salt spreader and snow plow, two new heavy-duty backpack blowers, and two new Kubota zero-turn mowers, courtesy of the American Rescue Plan Grant. In addition to this large equipment, a Contractor's First Aid Kit, and fire and carbon monoxide alarms were added to the Chapel and the residence. Many hand tools have been added or replaced providing the ability to appropriately deal with issues in the cemetery as they arise.

Cemetery fencing and gates were addressed. The chain link fencing has been extended to the end of the Cemetery property on Bancroft Road. To address security concerns, daily closing and opening the main gate at Walnut Street began. During the year the main gate was damaged and required rebuilding and will be replaced. A new sign listing opening and closing times was placed just outside of the main gate. The gates at the Chapel sidewalk and driveway were not able to be closed, but are being addressed so that they too will be closed daily.

Cemetery section maps are being redone through a volunteer and supervised by the Secretary. Ten of the more than 40 sections are completed.

The Cemetery Supervisor has begun marking out approximately 800 additional gravesites in the existing Cemetery along Bancroft Road. The land will need to be developed and mapped.

Administratively, the development and acceptance of an Organizational Chart for the Cemetery along with a formal Time Off Procedure and Request Form has filled a void. Updating and organization of interior filing systems is an ongoing task that continues to take place with excellent traction to date. Research into potential additional income streams for the Cemetery is an ongoing process and will result in proposal(s) in the future.

Commissioner Robert Guild stepped down from the Board when his term expired on December 31, 2023. Although Bob was only with us for the year of 2023 we appreciate his sharing of expertise and time in service to Woodlawn Cemetery.

The number of funerals over the last three years was as follows:

	Traditional	**Cremains**	**Total**
2021	86	97	183
2022	100	87	187
2023	67	63	130

Respectfully submitted,

Sherry L. Mandell
Secretary to the Cemetery Commission

WOODLAWN CEMETERY

BALANCE SHEET

FOR THE YEAR ENDED DECEMBER 31, 2023

ASSETS

Time Deposits and Cash	$	284,526.29
Restricted Cash (Mausoleum Endowment Fund)		24,544.22
Restricted Cash (Columbarium Fund)		30,581.28
Accounts Receivable		.00
TOTAL ASSETS	**$**	**339,651.79**

LIABILITIES AND FUND EQUITY

Accounts Payable	$	3,831.16
Accrued Liabilities		8,956.78
Deferred Revenues		202,145.35
Fund Equity		124,718.50
TOTAL LIABILITIES AND FUND EQUITY	**$**	**339,651.79**

WOODLAWN CEMETERY COMMISSION
STATEMENT OF REVENUES AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2023

REVENUES

DEPARTMENTAL INCOME				
Sale of Lots	$	21,057.55		
Sale of Columbarium Niches		9,300.00		
Grave Opening Charges		124,500.00		
Other Cemetery Services		3,992.05	$	158,849.60
USE OF MONEY AND PROPERTY				
Interest Earnings				9,906.69
OTHER SOURCES				
Donations/Bequests	$	.00		
Contribution from City		52,000.00		52,000.00
INTERFUND TRANSFER				
From Perpetual Care Fund				93,850.13
TOTAL REVENUES			**$**	**314,606.42**

EXPENSES

PAYROLL EXPENSES				
Base Salary	$	197,311.76		
Overtime		3,254.51		
Temporary Help		31,658.25	$	232,224.52
EMPLOYEE BENEFITS				
Soc. Sec./Medicare/Other			$	17,445.17
MATERIALS, SUPPLIES, CONTRACTS				
Purchased Services	$	2,758.20		
Utilities		2,712.90		
Office, Administrative Expense		5,490.19		
Gasoline, Diesel Fuel, Oil		13,278.80		
Supplies and Materials		4,089.79		
Miscellaneous		513.73		
Equipment, Property Maintenance		5,985.56	$	34,829.17
TOTAL EXPENSES				**284,498.86**
NET SURPLUS/(DEFICIT)			**$**	**30,107.56**

WOODLAWN CEMETERY COMMISSION

ANALYSIS OF CHANGES IN FUND EQUITY

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023

FUND EQUITY - January 1, 2023		$ 94,610.94
Add: 2023 Revenues	$ 314,606.42	
Less: 2022 Expenses	$ (284,498.86)	
FUND EQUITY - December 31, 2023		$ 124,718.50

WOODLAWN CEMETERY COMMISSION
NUMBER OF CONTRACTS SOLD AND AMOUNTS RECEIVED
INTO PERPETUAL CARE FUND

YEAR	NUMBER ISSUED	AMOUNT RECEIVED	TOTALS
1892----1900	29	$ 4,150.00	$ 4,150.00
901----1910	90	14,048.50	18,198.50
1911----1920	376	46,863.00	65,061.50
1921----1930	2,285	164,655.83	229,717.33
1931----1940	1,435	80,235.00	309,952.33
1941----1950	2,117	136,874.00	446,826.33
1951----1960	1,545	125,536.22	572,362.55
1961----1970	1,625	120,680.50	693,043.05
1971----1980	1,601	118,122.38	811,165.43
1981----1990	1,310	155,700.24	966,865.67
1991----2000	1,184	115,241.00	1,082,106.67
2001----2010	831	88,460.00	1,170,566.67
2011----2020	720	18,435.37	1,189,002.04
2021	57	1,120.00	1,190,122.04
2022	83	1,635.00	1,191,757.04
2023	69	1,130.00	1,192,887.04

WOODLAWN CEMETERY COMMISSION

PERPETUAL CARE TRUST FUND

SUMMARY OF ACCOUNT ACTIVITY

FOR 2023

January 1, 2023 - Balance at Cost Value			**$ 2,913,363.18**
ADDITIONS			
Interest and Dividends	$ 96,714.96		
Sale of Contracts	1,130.00		
Realized Capital Gains/(Losses)	55,965.69		
(Amortization)/Accretion	873.98	$ 154,684.63	
WITHDRAWALS			
Trust Management Fee		$ (19,922.50)	
NET INCOME			**$ 3,048,125.31**
TRANSFER TO CEMETERY OPERATIONS			**$ (93,850.13)**
December 31, 2023 - Balance at Cost Value			**$ 2,954,275.18**

Agenda Summary: Receive communication from the City Manager and act on resolution approving the renewal of an inspection contract for the dry sprinkler system at the City's Department of Public Works with Davis-Ulmer Fire Protection for a term of one year commencing June 1, 2024 through May 31, 2025 at a total annual cost to the City of $1,900.00 ($475.00 quarterly) and authorizing the City Manager to execute the renewal inspection agreement; said agreement subject to Corporation Council approval.

Resolution Number: 2024-163

Sponsor: Gary Brinn

ATTACHMENTS

resoluton davis-ulmer dry sprinkler system inspection agmt 2024-2025 5.6.2024.doc
Proposed Davis-Ulmer Fire Protection Dry Sprinkler Agmt 2024-2025 DPW.pdf

May 6, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City utilizes the services of Davis-Ulmer Fire Protection to inspect on a quarterly basis the fire suppression system located at City's Department of Public Works. The current contract will expire on May, 31 2024. Davis-Ulmer is proposing a new one-year contract at an annual cost of $1,900.00 ($475.00 quarterly).

The following resolution approves the new contract and authorizes the City Manager to sign it.

Respectfully yours,

P. Michael Collins
City Manager

May 6, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager regarding the renewal of an inspection agreement with Davis-Ulmer Fire Protection to quarterly inspect the dry sprinkler system at the City's Department of Public Works, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve an inspection contract with Davis-Ulmer Fire Protection for a term of one (1) year commencing June 1, 2024 and expiring May 31, 2025 at a total annual cost of $1,900.00 ($475.00 quarterly); and be it further

RESOLVED, that the City Manager be and hereby is authorized to execute the inspection renewal agreement; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

DAVIS-ULMER
FIRE PROTECTION

• Sprinklers • Suppression • Fire Alarm • Security

Inspection Agreement
Renewal

Effective, **(June 1, 2024)** and subject to all terms, conditions, and limitations specified in this Agreement, **City of Elmira (DPW Building), 317 E Church St, Elmira NY 14901**("Customer") hereby engages Davis-Ulmer Sprinkler Company, Inc. ("Company") to perform inspection services at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

SECTION I – CUSTOMER & PROPERTY INFORMATION

Property: **DPW Building**
Address: **840 Linden Place**
Elmira, NY 14901
Attn: Kyle Sullivan
Phone: **607-737-5674**
Fax: **607-737-5995**

Billing Address (If different from Property):
City of Elmira-City Chamberlain
317 E Church St
Elmira, NY 14901
Phone: **607-737-5658**
Fax: **607-737-5660**
E-Mail: **mikecollins@cityofelmira.net**
kcardi@cityofelmira.net

Property Owner (If different from Customer):
City of Elmira

If Customer is not the owner of the Property (i) Customer represents, warrants and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below, and (ii) Customer authorizes Company to communicate the results of any inspection directly to the owner.

SECTION II – INSPECTION

Customer engages Company-to perform a
☐ single ☐ monthly ☒ quarterly ☐ semi-annual ☐ annual ☐ other (see frequencies below)
inspection(s) of the automatic fire protection and/or alarm/security equipment installed on or within the Property.

Systems to be inspected:

(2) Dry Sprinkler Systems - Quarterly

The Scopes(s) of Work are included. Actual inspection date(s) will be determined by Company.

SECTION III – TERM, INSPECTION FEE, AND PAYMENT

The term of this Agreement shall be for a period of **one (1) year and will auto renew unless cancelled in writing by either party within 30 days of expiration**.

Customer agrees to pay the **total annual sum** of **ONE THOUSAND NINE HUNDRED DOLLARS ($1,900.00).** Customer will be invoiced following **each inspection**, the sum of **$475.00.** Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of each inspection. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

SECTION IV - TERMS AND CONDITIONS

1. **SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Client agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. **TERMS AND RENEWAL OF AGREEMENT:** Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

3. **PRICE AND PAYMENT:** The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 3.A, per diem and travel. Client agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Client agrees to pay all costs of collection including attorneys' fees. Charges for inspection services in any subsequent year of this agreement shall not exceed a 5% increase of the prior year's price.

4. **INSPECTIONS AND SERVICE:** For the agreed-on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service, and parts as follows:

> **A.** Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Davis-Ulmer Fire Protection. Davis-Ulmer Fire Protection performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA 25. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.
>
> **B.** Any additional work, material, or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.
>
> **C.** If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment, or any portion of it cannot be adequately inspected, repaired, or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If alternatively, and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.
>
> **D.** Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal. After hours service calls will be based upon portal to portal and a (1) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 6:00 AM – 6:00 PM, Monday through Friday, excluding holidays. Overtime will apply when a technician is over 8 hours.
>
> **E.** Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection, and which should receive prompt attention.

5. **LIMITATION OF LIABLITY:** CLIENT ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CLIENT SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CLIENT ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS,
SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF $5,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE Davis-Ulmer Fire Protection FROM ANY

CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CLIENT OR ANY OTHER PARTY CLAIMING BY OR THROUGH CLIENT. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CLIENT AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. **WARRANTIES:**

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLEY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT DURING THE TERM(S) OF THIS AGREEMENT.

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CLIENT WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CLIENT AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

D. The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or (2) corrosion, or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

E. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.

7. **REDUCED PRESSURE BACKFLOW PREVENTER:** BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS Davis-Ulmer Fire Protection FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT Davis-Ulmer Fire Protection WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. **RESPONSIBLITIES OF CLIENT:** The Client agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes, or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer' specifications.

C. Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. **INDEMNIFICATION.** COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

10. **ADDITIONAL COMPANY RESPONSIBILITY**.

A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

C. Company will provide necessary test equipment required to perform service(s) under this Agreement.

D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

11. **NO CONFLICT WITH OTHER CLIENT AGREEMENTS.** Client warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

12. **LICENSES, TAXES, PERMITS AND FALSE ALARMS.** Client shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsibility for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

13. **ASSIGNMENTS AND DELEGATIONS.** Neither the Company nor the Client may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

14. **ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company would remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

15. **INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

16. **ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations, or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents, or employees. Only a writing signed by each of the parties, or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

17. **RECEIPT AND REVIEW OF AGREEMENT.** The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Client to bind the Client, to the fullest extent provided by law, to these Terms and Conditions.

A. This Agreement may not be assigned by Customer without the written consent of Company.

B. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.

C. The Company for formal bid documents, is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Davis-Ulmer Fire Protection.

Other inclusions, exclusions, or attachments:

***General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

* **Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

***Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts and services outside of above testing & inspecting scope of work is billable at Davis-Ulmer Fire Protection current Time & Material Rates.

***Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access into each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at Davis-Ulmer Fire Protection current Time & Material Rates.**

ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL____

***COVID-19**: "Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."

SECTION V: THIRD PARTY AUTHORIZATION

Customer requests and authorizes Company to provide the following designated third parties with the Report information outlined below:

SECTION VI: ACCEPTANCE AND SIGNATURE

Customer:	***City of Elmira, NY***	***Davis-Ulmer* Sprinkler *Company, Inc.***	
SIGNATURE:	______________________	SIGNATURE:	______________________
NAME:	P. Michael Collins	NAME:	**Steve Lenhardt**
TITLE:	City Manager	TITLE:	**Branch Manager**
DATE:	______________________	DATE:	______________________

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement.

The inspection fee quoted is for acceptance within thirty (30) days from Company's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, Company will be pleased to submit a revised quotation. Agreement is not binding on Company until credit approval for Customer is issued by Company. If required, a Credit Application is attached.

DAVIS-ULMER
FIRE PROTECTION

Quarterly

INSPECTION/TESTING OF DRY PIPE FIRE SPRINKLER SYSTEM

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority.
Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

SCOPE OF WORK

- (Annually)Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only.
- (Quarterly)Attempt to visually inspect condition of all known valves, hydraulic placard, gauges, fire department connection from floor level only.
- (Annually) Operate all known control valves and seal valves in proper position.
- (Annually)Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstructions from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Semi-Annually) Verify operation of audible alarm and water flow alarms to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Verify operation of low air alarm to building Fire Alarm Panel and remote monitoring facility (If equipped with low air test valve).
- (Quarterly) Test quick opening device (if equipped).
- (Annually*) Perform main drain flow test and record static and residual pressures (weather permitting).(*If backflow prevention device is present, this is to be done Quarterly)
- (Semi-Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Check system and air maintenance device air pressures (if equipped).
- (Annually) Test air compressor (if equipped) for proper operation, condition and automatic sequencing. Check position and condition of air supply valves, inspect air supply line and check valve for proper operation (if equipped).
- (Annually) Perform trip test of the dry pipe valve; check the interior condition of the valve, clapper, latching devices, and facings, only when face plate is removed for resetting.
- (Triennial) Perform full flow trip test, record observations and results.
- (Quarterly) Drain and blow out all known low point drains.
- (Quarterly) Affix inspection tags, date, and initials.
- Furnish completed inspection/test forms.

Excluded Work:

- Visual inspection of systems or portions of inaccessible spaces.
- Any and all NFPA, State, and Local requirements in excess of above stated.

Licensed by the NYS Dept of State – UID# 12000178332, UID#12000281635, UID#12000259060

Rev. 10-04-11

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the City to enter into a contract with Stand Energy Corporation (SEC) under which SEC will supply the City's natural gas needs commencing August 1, 2024 through April 30, 2026 and authorizing the Mayor to execute the contract between the City and SEC; said contract subject to Corporation Counsel approval.

Resolution Number: 2024-164

Sponsor: Mayor Mandell

ATTACHMENTS

resoluiton stand energy natural gas contract 5.6.2024.doc

May 6, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City’s contract with Direct Energy (now NRG) to supply the City’s natural gas requirements expires July 31, 2024. In 2022, Chemung County awarded a contract to Stand Energy Corporation to supply the County’s natural gas needs through April 30, 2026 with the right to extend the contract for an additional one (1) year.

The County’s contract with Stand Energy contains a provision under which the County may allow all municipalities organized under the General Municipal Laws to purchase commodities and/or services awarded as a result of the contract between Chemung County and Stand Energy Corporation.

Over the course of this past month, the City Chamberlain has obtained quotations from Stand Energy to supply the City’s natural gas needs. The Chamberlain and I have met several times and after extensive review, we recommend that the City enter into a contract with Stand Energy Corporation, which contract will be in accordance with the provisions of the agreement between the County and Stand Energy Corporation. The term of the contract will be from August 1,2024 through April 30, 2026, unless the County exercises its option to extend its contract for an additional one (1) year.

The following resolution authorizes the execution of a contract between the City and Stand Energy Corporation in accordance with the terms discussed above.

Respectfully submitted,

P. Michael Collins
City Manager

May 6, 2024

RESOLUTION
NO. 2024 – _____

By Councilmember_________________:

RESOLVED, that the communication from the City Manager regarding a proposed contract between the City and Stand Energy Corporation (SEC) pursuant to which SEC would supply the City's natural gas needs for a term commencing August 1, 2024 through April 30, 2026 or for such additional period as extended by the County of Chemung, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby authorize the City to enter into a contract with Stand Energy Corporation under which SEC will supply the City's natural gas needs commencing August 1, 2024 through April 30, 2026 and any extension thereafter; and be it further

RESOLVED, that in awarding this contract, the City is "piggybacking" off a contract between the County of Chemung and SEC dated on or about November 2022, thereby satisfying the requirements of Section 103 of the General Municipal Law; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the contract between the City and Stand Energy Corporation; said contract to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Receive communication from the City Manager and act on resolution accepting the bid of Elmira Road Materials, the lowest responsible bidder meeting all bid specifications, for the 2024 hot mix asphalt projects in the total amount of $794,095.95, as set forth on the bid summary sheet attached hereto, and authorizing the Mayor to sign the necessary documents to effect this award.

Resolution Number: 2024-165

Sponsor: Joseph Duffy

ATTACHMENTS

resolution 2024 hot mix asphalt pavement bid award elmira road materials 5.6.2024.docx
bid summary hot mix asphalt projects 2024 5.6.2024.pdf

May 6, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the City's 2024 Street Program, bids were opened on April 12, 2024 for hot mix asphalt projects. Commissioner Avery of Public Works Department recommends awarding this contract to Elmira Road Materials, the lowest responsible bidder meeting all bid specifications. The total amount for 2024 City pavement hot mix asphalt projects is $794,095.95. A copy of the bid summary sheet is attached.

The following resolution awards the contract to Elmira Road Materials.

Respectfully yours,

P. Michael Collins
City Manager

May 6,2024

RESOLUTION
NO. 2024 - ______

By Councilmember ___________________:

RESOLVED, that the communication from the City Manager regarding the award of a contract to Elmira Road Materials for the 2024 City hot mix asphalt projects be received and placed on file; and be it further

RESOLVED, the City Council of the City of Elmira, York hereby accepts the bid of Elmira Road Materials, in the total amount of $794,095.95, said bidder being the lowest bidder meeting bid specifications, said award subject to the City's right to eliminate or modify individual projects; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign such documents as necessary to effect this award.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Bidders	Elmira Road Materials LLC	Spencer Paving Inc	Dalrymple Contracting Co Inc
Surety	Bid Bond	3 cks $500 ea	Bid Bond
jOINT ADHESIVE lf	$0.12	$2.00	$0.15
1. Extended Bid Price for Shim in place			
2. Extended Bid Price for Top in Place	$146,757.00	$210,923.96	$156,910.00
3. Extended Bid Price for Tack Coat	$3,278.75	$12,962.50	$3,812.50
4. Extended Bid Price for Cold Milling			
5. Extended Bid Price for Mobilization	$1,200.00	$1,500.00	$2,500.00
6. Extended Bid Price for Joint Adhesive per LF	$633.60	$10,560.00	$792.00
(PB9) Total PROJECT bid price (1-6)	$151,869.35	$235,946.46	$164,014.50
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $	-8400	8121.94	-3,692.00 $-2.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)			
Binder per Ton	$0.00	NB	$0.00
Extended Price	$0.00		$0.00
Top per Ton	$0.00		$0.00
Extended Price	$0.00		$0.00
PE1.. Davis Street – City of Elmira (Owner – City of Elmira) This project begins at the intersection of W Washington Avenue and proceeds northerly to Mary Street. The work intersects eleven (11) roads, and numerous driveways. This is a Mill & Fill project (milling by others) with a 2-in asphalt overlay course.			
Length: .587 mi — Type 6F Top: 2 in			
Width: 40 ft — Top Tons: 1571			
Type 3 Binder: 0 — Tack Gallon: 1378 Joint Adhesive LF: 3100			
Binder per Ton: 0 — Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton	$81.85	NB	$83.50
Unit Bid Price Tack Coat per Gallon:	$2.15		$2.00
jOINT ADHESIVE lf	$0.12		$0.10
1. Extended Bid Price for Binder in place			
2. Extended Bid Price for Top in Place	$128,586.35		$131,178.50
3. Extended Bid Price for Tack Coat	$2,962.70		$2,756.00
4. Extended Bid Price for Cold Milling			
5. Extended Bid Price for Mobilization	$850.00		$750.00
6. Extended Bid Price for Joint Adhesive per LF	$372.00		$310.00
(PB10) Total PROJECT bid price (1-6)	$132,771.05		$134,994.50
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $	-4800		-6,284.00 $-4.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)			
Binder per Ton	$0.00		$0.00
Extended Price	$0.00		$0.00
Top per Ton	$0.00		$0.00
Extended Price	$0.00		$0.00
PE2. College Avenue – City of Elmira (Owner – City of Elmira) this project begins at the intersection of W Washington Avenue and proceeds northerly to W Woodlawn Avenue. The work intersects seventeen (17) roads, and numerous driveways. This is a Mill & Fill project (milling by others) with a 2-in asphalts overlay course.			
Length: .777 mi — Type 6F Top: 2 in			
Width: 40 ft — Top Tons: 2077			
Type 3 Binder: 0 — Tack Gallon: 1822 Joint Adhesive LF: 4100			
Binder per Ton: 0 — Cold Milling Depth: 0 Cold Milling SY: 0			
Unit Bid Price - 6F Top per Ton	$80.75		$83.50
Unit Bid Price Tack Coat per Gallon:	$2.15	NB	$2.00
Joint Adhesive LF	$0.12		$0.10
1. Extended Bid Price for Binder in place			
2. Extended Bid Price for Top in Place	$167,717.75		$173,429.50
3. Extended Bid Price for Tack Coat	$3,917.30		$3,644.00
4. Extended Bid Price for Cold Milling			
5. Extended Bid Price for Mobilization	$850.00		$750.00
6. Extended Bid Price for Joint Adhesive per LF	$492.00		$410.00
(PE1) Total PROJECT bid price (1-6)	$172,977.05		$178,233.50

		Elmira Road Materials LLC	Spencer Paving Inc	Dalrymple Contracting Co Inc
	Bidders	Elmira Road Materials LLC	Spencer Paving Inc	Dalrymple Contracting Co Inc
	Surety	Bid Bond	3 cks $500 ea	Bid Bond
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $		-5700		-8,308.00 $-4.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)				
	Binder per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
	Top per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
PE3. Bloomer Avenue – City of Elmira (Owner – City of Elmira) This project begins at the intersection of College Avenue and proceeds easterly to Wisner Street. The work intersects two (2) roads, and numerous driveways. This is a Mill & Fill project (milling by others) with a 2-in asphalt overlay course.				
Length: .205 mi	Type 6F Top: 2 in			
Width: 48 ft	Top Tons: 657			
Type 3 Binder: 0	Tack Gallon: 576 Joint Adhesive LF: 1080			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
	Unit Bid Price - 6F Top per Ton	$79.45	NB	$83.50
	Unit Bid Price Tack Coat per Gallon:	$2.15		$2.00
	jOINT ADHESIVE lf	$0.12		$0.10
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	$52,198.65		$54,859.50
3.	Extended Bid Price for Tack Coat	$1,238.40		$1,152.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	$850.00		$750.00
6.	Extended Bid Price for Joint Adhesive per LF	$129.60		$108.00
	(PE2) Total PROJECT bid price (1-6)	$54,416.65		$56,869.50
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $		-900		-2,628.00 $-4.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)				
	Binder per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
	Top per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
PE4. Sylvester Place – City of Elmira (Owner – City of Elmira) This project begins at the intersection of Maple Avenue and proceeds westerly to Spaulding Street. The work intersects six (6) roads, and numerous driveways. This is a Mill & Fill project (milling by others) with a 2-in asphalt overlay course.				
Length: .120 mi	Type 6F Top: 2 in			
Width: 27 ft	Top Tons: 217			
Type 3 Binder: 0	Tack Gallon: 191 Joint Adhesive LF: 635			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
	Unit Bid Price - 6F Top per Ton	$86.85	NB	$95.00
	Unit Bid Price Tack Coat per Gallon:	$2.15		$2.00
	jOINT ADHESIVE lf	$0.12		$0.10
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	$18,846.45		$20,615.00
3.	Extended Bid Price for Tack Coat	$410.65		$382.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	$850.00		$750.00
6.	Extended Bid Price for Joint Adhesive per LF	$76.20		$63.50
	(PE4) Total PROJECT bid price (1-6)	$20,183.30		$21,810.50
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $		-500		-868.00 $-4.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)				
	Binder per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
	Top per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00

Bidders		Elmira Road Materials LLC	Spencer Paving Inc	Dalrymple Contracting Co Inc
Surety		Bid Bond	3 cks $500 ea	Bid Bond
PE5. Franklin Street – City of Elmira (Owner – City of Elmira) This project begins at the intersection of Pennsylvania Avenue and proceeds westerly to Broadway. The work intersects either (8) streets, and numerous driveways and alleys. This is a Mill & Fill project (milling by others) with a 2-in asphlat overlay course.				
Length: .515 mi	Type 6F Top: 2 in			
Width: 30 ft	Top Tons: 1034			
Type 3 Binder: 0	Tack Gallon: 907 Joint Adhesive LF: 2720			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
	Unit Bid Price - 6F Top per Ton	$80.55	NB	$83.50
	Unit Bid Price Tack Coat per Gallon:	$2.15		$2.00
	jOINT ADHESIVE lf	$0.12		$0.10
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	$83,288.70		$86,339.00
3.	Extended Bid Price for Tack Coat	$1,950.05		$1,814.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	$1,000.00		$750.00
6.	Extended Bid Price for Joint Adhesive per LF	$326.40		$272.00
	(PE5) Total PROJECT bid price (1-6)	$86,565.15		$89,175.00
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $		-2800		-4,136.00 $-4.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)				
	Binder per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
	Top per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
PE6. Woodlawn Avenue – City of Elmira (Owner – City of Elmira) This project begins at the intersection of Clemens Center Parkway and proceeds westly to Davis Street. The work intersects three (3) roads, and numerous driveways. This is a Mill & Fill project (milling by others) with a 2-in asphalt overlay course.				
Length: .606 mi	Type 6F Top: 2 in			
Width: 40 ft	Top Tons: 1621			
Type 3 Binder: 0	Tack Gallon: 1422 Joint Adhesive LF: 3200			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
	Unit Bid Price - 6F Top per Ton	$81.55	NB	$83.50
	Unit Bid Price Tack Coat per Gallon:	$2.15		$2.00
	jOINT ADHESIVE lf	$0.12		$0.10
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	$132,192.55		$135,353.50
3.	Extended Bid Price for Tack Coat	$3,057.30		$2,844.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	$850.00		$750.00
6.	Extended Bid Price for Joint Adhesive per LF	$384.00		$320.00
	(PE6) Total PROJECT bid price (1-6)	$136,483.85		$139,267.50
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $		-4800		-6,484.00 $-4.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)				
	Binder per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
	Top per Ton	$0.00		$0.00
Extended Price		$0.00		$0.00
PE7. East Avenue – City of Elmira (Owner – City of Elmira) This project begins at the intersection of Sullivan Street and proceeds westerly to the west side of the I-86 overpass bridge. The dead end of East Avenue is also included in this project. The work intersects three (3) roads, and numerous driveways. This is a Mill & Fill project (milling by others) with a 2-in asphlat overlay course.				
Length: .398 mi	Type 6F Top: 2 in			
Width: 34 ft	Top Tons: 904			

		Elmira Road Materials LLC	Spencer Paving Inc	Dalrymple Contracting Co Inc
	Bidders	Elmira Road Materials LLC	Spencer Paving Inc	Dalrymple Contracting Co Inc
	Surety	Bid Bond	3 cks $500 ea	Bid Bond
Type 3 Binder: 0	Tack Gallon: 793 Joint Adhesive LF: 2100			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
	Unit Bid Price - 6F Top per Ton	$81.85	NB	$83.50
	Unit Bid Price Tack Coat per Gallon:	$2.15		$2.00
	jOINT ADHESIVE lf	$0.12		$0.10
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	$73,992.40		$75,484.00
3.	Extended Bid Price for Tack Coat	$1,704.95		$1,586.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	$1,000.00		$750.00
6.	Extended Bid Price for Joint Adhesive per LF	$252.00		$210.00
	(PE7) Total PROJECT bid price (1-6)	$76,949.35		$78,030.00
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $		-2100		-3,616.00 $-4.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)				
	Binder per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
	Top per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
PE8. Park Place - City of Elmira (Owner - City of Elmira) This project begins at the intersection of Clemens Center Parkway and proceeds westerly to David Street. The work intersects three (3) roads, and numerous driveways. This is a Mill & Fill project (milling by others) witha 2-in asphalt overlay course.				
Length: .417 mi	Type 6F Top: 2 in			
Width: 35 ft	Top Tons: 355			
Type 3 Binder: 0	Tack Gallon: 311 Joint Adhesive LF: 800			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
	Unit Bid Price - 6F Top per Ton	$81.45	NB	$83.50
	Unit Bid Price Tack Coat per Gallon:	$2.15		$2.00
	jOINT ADHESIVE lf	$0.12		$0.10
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	$79,413.75		$81,412.50
3.	Extended Bid Price for Tack Coat	$1,840.40		$1,712.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	$850.00		$750.00
6.	Extended Bid Price for Joint Adhesive per LF	$264.00		$220.00
	(PE8) Total PROJECT bid price (1-6)	$82,368.15		$84,094.50
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $		-2800		-3,900.00 $-4.00/ton
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)				
	Binder per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
	Top per Ton	$0.00		$0.00
	Extended Price	$0.00		$0.00
PE9. E Market Street - City of Elmira (Owner - City of Elmira) this project begins at the intersection of Madison Avenue and proceeds westerly to Lake Street. The work intersects two (2) roads, and several drieways. This is a Mill & Fill project (milling by others) with a 2-in asphalt overlay course.				
Length: .152 mi	Type 6F Top: 2 in			
Width: 35 ft	Top Tons: 904			
Type 3 Binder: 0	Tack Gallon: 793 Joint Adhesive LF: 2100			
Binder per Ton: 0	Cold Milling Depth: 0 Cold Milling SY: 0			
	Unit Bid Price - 6F Top per Ton	$83.85	NB	$95.00
	Unit Bid Price Tack Coat per Gallon:	$2.15		$2.00
	jOINT ADHESIVE lf	$0.12		$0.10
1.	Extended Bid Price for Binder in place			
2.	Extended Bid Price for Top in Place	$29,766.75		$33,725.00
3.	Extended Bid Price for Tack Coat	$668.65		$622.00
4.	Extended Bid Price for Cold Milling			
5.	Extended Bid Price for Mobilization	$850.00		$750.00
6.	Extended Bid Price for Joint Adhesive per LF	$96.00		$80.00
	(PE9) Total PROJECT bid price (1-6)	$31,381.40		$35,177.00
ADD/DEDUCT for Project if Chemung County provides all Work Zone Traffic Control: LUMP SUM PRICE = $		-900		-1,420.00 $-4.00/ton

Bidders	Elmira Road Materials LLC	Spencer Paving Inc	Dalrymple Contracting Co Inc
Surety	Bid Bond	3 cks $500 ea	Bid Bond
Add/Deduct for substitution of an equivalent NYSDOT approved warm mix asphalt pavement (subject to approval)			
Binder per Ton	$0.00		$0.00
Extended Price	$0.00		$0.00
Top per Ton	$0.00		$0.00
Extended Price	$0.00		$0.00

Agenda Summary: Receive communication from the City Manager and act on resolution accepting and awarding the bid of ID Booth/Booth Electric Supply, the sole responsible bidder meeting all bid specifications, for the supply of LED Street Light-Lumec RoadFocus Plus at the total bid of $61,400.00; and authorizing the Mayor to sign all documents to effect this award.

Resolution Number: 2024-166

Sponsor: Mayor Mandell

ATTACHMENTS

resolution bid award to id booth lumec roadfocus steet lighting 5.6.2024.docx
bid summary LED street light 5.6.2024.pdf

May 6, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2024-89, City Council standardized on a single model, Lumec RoadFocus Plus LED cobra head luminaire as the street light replacement for the older BETA higher wattage lights on the City's main roads. The older BETA lights are outdated and need replacing, allowing the City's Department of Public Works to stock one replacement model and its components thereby insuring uniformity and ease of maintenance of street lights. On April 23, 2024, a sole bid was opened for LED Street Light – Lumec RoadFocus Plus. The bid summary is attached. City staff recommends awarding the LED Street Light – Lumec RoadFocus Plus bid to ID Booth/Booth Electric Supply, the sole responsible bidder meeting all bid specifications for this particular street light.

The following resolution awards the bid to Booth Electric Supply and authorizes the Mayor to execute an agreement with ID Booth/Booth Electric Supply for the supply of Lumec RoadFocus Plus LED street lighting.

Respectfully yours,

P. Michael Collins
City Manager

May 6, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember ________________:

RESOLVED, that the communication from the City Manager regarding the bids for LED Street Light – Lumec RoadFocus Plus street lighting which bids were opened on April 23, 2024, 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 and award the bid for supply of the LED Street Light – Lumec RoadFocus Plus to ID Booth/Booth Electric Supply, 101 East Second Street, PO Box 1256, Elmira, NY 14902, the sole responsible bidder meeting all bid specifications, which bid is in the total amount of $61,400.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign all documents to effect the street lighting award.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-314 LED Street Light - Lumec RoadFocus Plus

Bid Opening: April 23, 2024

	Sole Bidder	ID Booth *	
	Surety	Ck 5%	
	Addendums #1	Acknowledged	
	Est Qty	Unit Price	Total
Total Gross Sum bid	200	307.00	61,400.00
Indicate maximum delivery time for products:		Not listed	

*missing notary signature on Sexual Harassment form

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

Resolution Number: 2024-167

Sponsor: Corey Cooke

ATTACHMENTS

05-06-2024 audit (LEAD).doc

May 6, 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2024-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$6,160.79** are hereby audited for payment for the LEAD Hazard Reduction Grant, May 6, 2024.

ADOPTED BY THE FOLLOWING VOTE

AYES **NAYS**

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	$ 2,900.00
Cell Phone	City Chamberlain	invoice # 2024-21	$ 31.24
Hotel Conference	City Chamberlain	invoice # 2024-24	$ 2,199.28
Office Supplies	City Chamberlain	Sign and tape	$ 189.87
Mileage	See attachment for additional information	See attachment for additional information	$ 62.20
Mileage	See attachment for additional information	See attachment for additional information	$ 208.20
Environmental Testing Clearance	Eco-Testing Services LLC	invoice 1690	$ 300.00
Airfare	City Chamberlain	flight change	$ 270.00
		TOTAL	**$ 6,160.79**

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

Resolution Number: 2024-168

Sponsor: Nan Moss

ATTACHMENTS

05-06-2024 audit (CDBG;HOME).docx

May 6, 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2024-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$55,490.16** they are hereby audited for payment for the Community Development Block Grant, May 6, 2024.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Rehab- Payroll Admin- Payroll	Payroll	Payroll not to exceed	$19,000.00
HOME ARP	EOP	Reimbursement for TBRA and Supportive Services	$20,774.17
FTHB Grant	Keyser Maloney and Winner	See attachment for additional information	$10,000.00
Recording Fee	Chemung County Clerk	See attachment for additional information	$65.00
FTHB Housing Counseling	Catholic Charities	See attachment for additional information	$2,000.00
Health Insurance	City Chamberlain	invoice #2024-05	$3,575.49
Telephone	City Chamberlain	invoice # 2024-22	$31.24
Postage	City Chamberlain	invoice # 2024-23	$35.70
Marketing	Gannett	order number 10077819	$8.56
		TOTAL	**$55,490.16**

Agenda Summary: Act on Audit.

Resolution Number: 2024-169

Sponsor: Jackie Wilson

ATTACHMENTS

Cover Sheet.pdf
Backup Part 1.pdf
Backup Part 2.pdf

DATE: May 6th, 2024

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:	$324,198.32
CAPITAL FUNDS:	$183,768.20
COMMUNITY DEVELOPMENT;	$0.00
TRUST & AGENCY FUNDS:	$0.00
SELF INSURANCE FUNDS:	$0.00

TOTAL PER ATTACHED COMPUTER LIST:	$507,966.52
OTHER PAYMENTS:	
PAYROLLS W/E May 5th, 2024	$750,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	$9,804.51
CAPITAL HAND CHECKS	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL OTHER PAYMENTS:	$759,804.51

GRAND TOTAL PAYMENTS:	$1,267,771.03
	===============

RESOLUTION NO. 2024-

By Councilmember ____________________________

RESOLVED, that the bills and the payrolls in the amount of $1,267,771.03 be and they hereby are audited and approved for payment, when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES		NAYS
________	COUNCILMEMBER MOSS	________
________	COUNCILMEMBER WILSON	________
________	COUNCILMEMBER COOKE	________
________	COUNCILMEMBER BRINN	________
________	COUNCILMEMBER GRASSO	________
________	COUNCILMEMBER DUFFY	________
________	MAYOR MANDELL	________

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City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 05/06/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount

Bank Account: GENERAL FUND - GENERAL FUND

Check | 05/06/2024 | 204673 | Accounts Payable | ADMAR | | 2,418.95

Invoice	Date	Description	Check Sort Code	Amount
BN2017603	03/20/2024	LOADER RENTAL		2,418.95

Check | 05/06/2024 | 204674 | Accounts Payable | Allied Spring Works | | 1,886.88

Invoice	Date	Description	Check Sort Code	Amount
02W5198	04/02/2024	Parts/Hardware		1,886.88

Check | 05/06/2024 | 204675 | Accounts Payable | AMAZON CAPITAL SERVICES INC | | 1,475.15

Invoice	Date	Description	Check Sort Code	Amount
1GH1-3JY4-3G6K	04/18/2024	supplies		179.98
1FHX-NM4N-93RC	04/18/2024	2024 BLANKET PO PGB1989		1,019.70
1KTX-1HCY-7C4F	04/18/2024	supplies		56.14
1NKY-DDN1-F6TT	04/18/2024	AMAZON Blanket PO		219.33

Check | 05/06/2024 | 204676 | Accounts Payable | ANDRE & SON, INC. | | 24,605.20

Invoice	Date	Description	Check Sort Code	Amount
400069	04/23/2024	LANDSCAPING CHEMICALS		20,392.20
400070/400138	04/23/2024	LANDSCAPING CHEMICALS		4,213.00

Check | 05/06/2024 | 204677 | Accounts Payable | AT&T | | 89.55

Invoice	Date	Description	Check Sort Code	Amount
1179481342	04/18/2024	1000-810-0850		89.55

Check | 05/06/2024 | 204678 | Accounts Payable | Auto Zone | | 197.76

Invoice	Date	Description	Check Sort Code	Amount
2950923047+	04/03/2024	AEROSOL PAINT FOR TABLE LEGS		197.76

Check | 05/06/2024 | 204679 | Accounts Payable | Auto Zone | | 380.36

Invoice	Date	Description	Check Sort Code	Amount
2950923359 +	04/03/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		380.36

Check | 05/06/2024 | 204680 | Accounts Payable | BULKHEAD HARDWARE COMPANY, INC. | | 36.57

Invoice	Date	Description	Check Sort Code	Amount
369151	04/09/2024	BLANKET FOR SUPPLIES AND MATERIALS		36.57

Check | 05/06/2024 | 204681 | Accounts Payable | CHAMPION FASTENERS | | 23.35

Invoice	Date	Description	Check Sort Code	Amount
74632	04/05/2024	BLANKET FOR PARTS & SUPPLIES		23.35

Check | 05/06/2024 | 204682 | Accounts Payable | CHEMUNG COUNTY BUILDING & GROUNDS | | 637.41

Invoice	Date	Description	Check Sort Code	Amount
2024-21	04/18/2024	30% UTILITY COSTS		637.41

Check | 05/06/2024 | 204683 | Accounts Payable | CHEMUNG COUNTY TRANSFER | | 23,503.41

Invoice	Date	Description	Check Sort Code	Amount
139171	04/18/2024	TI -0038 1		951.50
139128	04/18/2024	TI -0038 1		857.60
139127+	04/08/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		20,502.64
139129+	04/08/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		1,191.67

Check | 05/06/2024 | 204684 | Accounts Payable | CHEMUNG COUNTY | | 19,130.24

TREASURER

	Invoice	Date	Description		Check Sort Code	Amount
	PILOT PORTION	04/26/2024	ELMIRA HOUSING AUTHORITY PILOT			19,130.24
Check	05/06/2024	204685	Accounts Payable	CHEMUNG COUNTY VETERANS COUNCIL		5,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024 PARADE	04/18/2024	MEMORIAL DAY			5,000.00
Check	05/06/2024	204686	Accounts Payable	CODE 4		735.00
	Invoice	Date	Description		Check Sort Code	Amount
	14027	04/18/2024	safe gun indicator			735.00
Check	05/06/2024	204687	Accounts Payable	COLDIRON FUEL INC.		66.75
	Invoice	Date	Description		Check Sort Code	Amount
	271746, 123	03/31/2024	Fuel			66.75
Check	05/06/2024	204688	Accounts Payable	COOK BROTHERS		807.42
	Invoice	Date	Description		Check Sort Code	Amount
	2102892 +	04/12/2024	Automotive Parts			807.42
Check	05/06/2024	204689	Accounts Payable	CORNING COMMUNITY COLLEGE		4,600.00
	Invoice	Date	Description		Check Sort Code	Amount
	.C00047953	04/18/2024	POLICE TUITION			4,600.00
Check	05/06/2024	204690	Accounts Payable	CULLIGAN		334.00
	Invoice	Date	Description		Check Sort Code	Amount
	272-00120527-2	04/18/2024	DETECTIVE BUREAU			110.00
	272-0012519-9	04/18/2024	POLICE DEPT			224.00
Check	05/06/2024	204691	Accounts Payable	CURA		203.49
	Invoice	Date	Description		Check Sort Code	Amount
	1440213,214,&215	04/18/2024	PRISONER MEALS			203.49
Check	05/06/2024	204692	Accounts Payable	CURREN HARDWARE & FEED		58.21
	Invoice	Date	Description		Check Sort Code	Amount
	88113	04/12/2024	MISC PARTS/HARDWARE			34.24
	88125	04/15/2024	PARTS, HARDWARE, TOOLS			11.98
	88070	04/08/2024	BLANKET FOR PARTS, SUPPLIES, HARDWARE			11.99
Check	05/06/2024	204693	Accounts Payable	D.B.M. CONTROLS DIST.		182.82
	Invoice	Date	Description		Check Sort Code	Amount
	142086	04/15/2024	THERMOSTAT			182.82
Check	05/06/2024	204694	Accounts Payable	DAVE'S TOWING		375.00
	Invoice	Date	Description		Check Sort Code	Amount
	MARCH STMT	04/18/2024	TOWING			375.00
Check	05/06/2024	204695	Accounts Payable	DELL COMPUTER CORP.		927.64
	Invoice	Date	Description		Check Sort Code	Amount
	10739158234	04/18/2024	DELL LATITUDE LAPTOP			927.64
Check	05/06/2024	204696	Accounts Payable	DELTA MEDICAL SUPPLY GROUP, INC.		2,688.40
	Invoice	Date	Description		Check Sort Code	Amount
	146436	04/18/2024	BLACK NITRILE GLOVES			2,688.40
Check	05/06/2024	204697	Accounts Payable	ELMIRA CITY SCHOOL DISTRICT		50,438.89
	Invoice	Date	Description		Check Sort Code	Amount
	2023 PILOT PORTI	04/18/2024	ELMIRA HOUSING AUTHORITY PILOT			50,438.89
Check	05/06/2024	204698	Accounts Payable	ELMIRA COCA-COLA BOTTLING CORP.		144.06
	Invoice	Date	Description		Check Sort Code	Amount
	4091618004	04/18/2024	BLANKET FOR COKE PRODUCTS			144.06
Check	05/06/2024	204699	Accounts Payable	ENFORCEMENT TECHNOLOGY GROUP, INC.		248.37
	Invoice	Date	Description		Check Sort Code	Amount

	5874	04/18/2024	PHONE SYSTEM REPAIR			248.37
Check	05/06/2024	204700 Accounts Payable	FEDERAL EXPRESS CORP.			32.97
	Invoice	Date	Description		Check Sort Code	Amount
	8-461-67584	04/18/2024	1210-7902-0			32.97
Check	05/06/2024	204701 Accounts Payable	FERRARIO FORD LINCOLN MERCURY			552.14
	Invoice	Date	Description		Check Sort Code	Amount
	68027	04/10/2024	Automotive Parts			29.79
	36384 +	02/28/2024	Automotive repair - Outside			522.35
Check	05/06/2024	204702 Accounts Payable	FIRE ALARM SERVICE TECH.			130.00
	Invoice	Date	Description		Check Sort Code	Amount
	47813	04/18/2024	TRAINING CENTER			130.00
Check	05/06/2024	204703 Accounts Payable	FIRE ALARM SERVICE TECHNOLOGY INC			330.00
	Invoice	Date	Description		Check Sort Code	Amount
	47679	04/01/2024	ANNUAL FIRE ALARM MONITORING AT DPW, FIRE HQ, #3, #5, 508 COLLEG			330.00
Check	05/06/2024	204704 Accounts Payable	GARY'S BODY SHOP			645.00
	Invoice	Date	Description		Check Sort Code	Amount
	TOWING	04/18/2024	TOWING			645.00
Check	05/06/2024	204705 Accounts Payable	GOODYEAR			662.56
	Invoice	Date	Description		Check Sort Code	Amount
	41542	04/08/2024	Automotive Parts			662.56
Check	05/06/2024	204706 Accounts Payable	GRIFFITH OIL CO.			667.28
	Invoice	Date	Description		Check Sort Code	Amount
	20041505,1885194	04/18/2024	ACCT 2906480			667.28
Check	05/06/2024	204707 Accounts Payable	GST BOCES			2,750.00
	Invoice	Date	Description		Check Sort Code	Amount
	219-24F	01/24/2024	CDL TUITION			2,750.00
Check	05/06/2024	204708 Accounts Payable	HARRELL'S TURF SPECIALTY			500.00
	Invoice	Date	Description		Check Sort Code	Amount
	1871659	04/03/2024	PH BUFFER			500.00
Check	05/06/2024	204709 Accounts Payable	HAUN WELDING SUPPLY			145.22
	Invoice	Date	Description		Check Sort Code	Amount
	95510	04/11/2024	WELDING SUPPLIES			145.22
Check	05/06/2024	204710 Accounts Payable	HESSELSON'S			119.99
	Invoice	Date	Description		Check Sort Code	Amount
	25952	04/10/2024	BOOT ALLOWANCE CSEA			119.99
Check	05/06/2024	204711 Accounts Payable	HORSEHEADS DO-IT CENTER			152.44
	Invoice	Date	Description		Check Sort Code	Amount
	389469, 389624	04/10/2024	Small equipment			152.44
Check	05/06/2024	204712 Accounts Payable	I. D. BOOTH, INC.			7,111.76
	Invoice	Date	Description		Check Sort Code	Amount
	S1650588.001	04/18/2024	3/1/24 MVA			7,082.00
	S1667374.001 +	04/05/2024	Automotive Parts			29.76
Check	05/06/2024	204713 Accounts Payable	Image First Uniform Rental Service, LLC			48.08
	Invoice	Date	Description		Check Sort Code	Amount
	263662478	04/23/2024	BLANKET FOR MATS & LINENS			48.08
Check	05/06/2024	204714 Accounts Payable	INTERSTATE BATTERY SYSTEM			29.90
	Invoice	Date	Description		Check Sort Code	Amount
	8884341	04/18/2024	INTERSTATE Blanket PO			29.90
Check	05/06/2024	204715 Accounts Payable	J.C. SMITH, INC.			314.00
	Invoice	Date	Description		Check Sort Code	Amount

	1737142	04/11/2024	BARRIER WARNING LIGHTS		314.00
Check	05/06/2024	204716 Accounts Payable	JOHN'S EQUIPMENT RENTAL		551.62
	Invoice	Date	Description	Check Sort Code	Amount
	69286	04/12/2024	Equipment Service		58.93
	69285	04/12/2024	SUPPLIES AND MATERIALS		486.80
	69377	04/18/2024	JOHN'S EQUIP RENTAL Blanket PO		5.89
Check	05/06/2024	204717 Accounts Payable	KECK'S FOOD SERVICE		1,853.99
	Invoice	Date	Description	Check Sort Code	Amount
	130549	04/03/2024	BLANKET FOR FOOD AND PAPER SUPPLIES		1,853.99
Check	05/06/2024	204718 Accounts Payable	KELLEY BROTHERS		161.18
	Invoice	Date	Description	Check Sort Code	Amount
	7-120537	04/16/2024	BLANKET FOR LOCKS, KEYS, DOOR PARTS		161.18
Check	05/06/2024	204719 Accounts Payable	LAZ PARKING MGMT.LTD		7,305.91
	Invoice	Date	Description	Check Sort Code	Amount
	March 2024	04/18/2024	Centertowne Parking Garage		7,305.91
Check	05/06/2024	204720 Accounts Payable	LOWE'S COMPANIES, INC.		150.49
	Invoice	Date	Description	Check Sort Code	Amount
	99990	04/02/2024	BLANKET FOR GOLF COURSE SUPPLIES & TOOLS		150.49
Check	05/06/2024	204721 Accounts Payable	MCCARTHY TIRE SERVICE		311.00
	Invoice	Date	Description	Check Sort Code	Amount
	35-69906	04/19/2024	Equipment Service		311.00
Check	05/06/2024	204722 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.		96.00
	Invoice	Date	Description	Check Sort Code	Amount
	IN2037253	04/18/2024	MES Blanket PO/Uniforms		96.00
Check	05/06/2024	204723 Accounts Payable	NAPA AUTO PARTS		5,246.27
	Invoice	Date	Description	Check Sort Code	Amount
	117999, 118001	04/05/2024	Automotive Maint/ repair		2,707.87
	117988 +	04/05/2024	Automotive Maint/ repair		2,538.40
Check	05/06/2024	204724 Accounts Payable	NORTHEAST SIGNAL		2,703.80
	Invoice	Date	Description	Check Sort Code	Amount
	032124MD1	04/18/2024	3/19/24 MVA - S. WALNUT & W. HUDSON		2,703.80
Check	05/06/2024	204725 Accounts Payable	NYSEG		86,114.90
	Invoice	Date	Description	Check Sort Code	Amount
	1901-0000-214.	04/18/2024	1901-0000-214		2,331.96
	4/15/24STATEMENT	04/18/2024	ACCOUNT #1901-0154-003		83,782.94
Check	05/06/2024	204726 Accounts Payable	OVERHEAD DOOR CO. OF ELMIRA		509.00
	Invoice	Date	Description	Check Sort Code	Amount
	EL0324-0093	04/18/2024	MILLER ST REPAIRS		509.00
Check	05/06/2024	204727 Accounts Payable	PARMENTER MOTORS, INC.		450.00
	Invoice	Date	Description	Check Sort Code	Amount
	APRIL STMT	04/18/2024	TOWING		450.00
Check	05/06/2024	204728 Accounts Payable	PEOPLEREADY INC		8,370.24
	Invoice	Date	Description	Check Sort Code	Amount
	28639243	04/23/2024	TEMP SERVICES		4,329.00
	28625725	04/16/2024	TEMP SERVICES		4,041.24
Check	05/06/2024	204729 Accounts Payable	PITNEY BOWES		190.86
	Invoice	Date	Description	Check Sort Code	Amount
	1024968696 &	04/18/2024	1024953317 - ACCOUNT 0013158353		190.86
Check	05/06/2024	204730 Accounts Payable	POINT SPRING & DRIVESHAFT CO.		56.70
	Invoice	Date	Description	Check Sort Code	Amount
	23110	04/05/2024	Automotive Parts RFB- 2077R		56.70

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204731	Accounts Payable	POSTLER & JAECKLE	13,171.25

Invoice	Date	Description	Check Sort Code	Amount
2644477	04/09/2024	HEATER REPAIR STATION 5		102.50
2645452-2645462	04/19/2024	HVAC MAINTENANCE & PLUMBING CONTRACT		13,068.75

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204732	Accounts Payable	Pugh Self Protection & Combatives	828.50

Invoice	Date	Description	Check Sort Code	Amount
5887	04/18/2024	magazines 9MM		828.50

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204733	Accounts Payable	RANGER OUTFITTERS	6,397.49

Invoice	Date	Description	Check Sort Code	Amount
25285	04/18/2024	uniform patches		4,155.00
25251,25326,	04/18/2024	253302,25344		2,242.49

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204734	Accounts Payable	RENKO TREE SERVICE	600.00

Invoice	Date	Description	Check Sort Code	Amount
2023	03/08/2024	CRANE RENTAL		600.00

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204735	Accounts Payable	RINWALSKE GARAGE	2,000.00

Invoice	Date	Description	Check Sort Code	Amount
2970,2993,3024	04/18/2024	TOWING		2,000.00

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204736	Accounts Payable	SAM'S CLUB DIRECT	17.60

Invoice	Date	Description	Check Sort Code	Amount
4/6/2024-	04/06/2024	BLANKET FOR FOOD, SNACKS, BEVERAGES		17.60

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204737	Accounts Payable	SCHLATHER, STUMBAR, PARKS & SALK, LLP	260.00

Invoice	Date	Description	Check Sort Code	Amount
8489	04/18/2024	strobridge vs oropallo		260.00

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204738	Accounts Payable	STAPLES BUSINESS ADVANTAGE	2,163.15

Invoice	Date	Description	Check Sort Code	Amount
8073560580	04/18/2024	ADDT'L INVOICES 60000606944 & 8073575389		1,310.31
6001139993 +	04/10/2024	Office supplies		399.96
6001150696	04/12/2024	BUILDING SUPPLIES		91.98
6001378489	04/18/2024	RCH 1876707		360.90

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204739	Accounts Payable	STEWART P. WILSON	4,437.35

Invoice	Date	Description	Check Sort Code	Amount
467821 +	04/03/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		4,437.35

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204740	Accounts Payable	SUBURBAN PROPANE	10.80

Invoice	Date	Description	Check Sort Code	Amount
.2223-229957	04/18/2024	ANIMAL SHELTER		10.80

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204741	Accounts Payable	TCF EQUIPMENT FINANCE	7,959.61

Invoice	Date	Description	Check Sort Code	Amount
8831988	04/18/2024	704987		7,959.61

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204742	Accounts Payable	TIME WARNER CABLE	236.88

Invoice	Date	Description	Check Sort Code	Amount
70845041024	04/10/2024	INTERNET SERVICES AT MTGC CODE B		104.99
0228173041624	04/18/2024	Account #8358101260228173		131.89

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204743	Accounts Payable	TOLLS BY MAIL PAYMENT PROCESSING CENTER	96.57

Invoice	Date	Description	Check Sort Code	Amount
18068725139,	04/18/2024	18077343112,18046320042		96.57

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204744	Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	129.83

Invoice	Date	Description	Check Sort Code	Amount
96005	04/15/2024	MESSAGE SERVICES		129.83

Type	Date	Number	Source	Payee	Amount
Check	05/06/2024	204745	Accounts Payable	TRACEY ROAD EQUIPMENT INC.	838.08

Invoice	Date	Description	Check Sort Code	Amount

	X102060374	04/08/2024	Automotive Parts			838.00
Check	05/06/2024	204746	Accounts Payable	TWIN TIER PAINT WALLCOVERING		401.56
	Invoice	Date	Description		Check Sort Code	Amount
	67305+	04/05/2024	PAINT SUPPLIES			401.56
Check	05/06/2024	204747	Accounts Payable	TWIN TIERS AUTO WASH, LLC		611.00
	Invoice	Date	Description		Check Sort Code	Amount
	1047,1051,1055	04/18/2024	CAR WASHES			611.00
Check	05/06/2024	204748	Accounts Payable	UniFirst Corporation		151.66
	Invoice	Date	Description		Check Sort Code	Amount
	64448+64436	04/18/2024	BLANKET FOR FLOOR MATS FOR BUILDINGS			151.66
Check	05/06/2024	204749	Accounts Payable	VAL-U TOWING		450.00
	Invoice	Date	Description		Check Sort Code	Amount
	TOWING.	04/18/2024	TOWING			450.00
Check	05/06/2024	204750	Accounts Payable	VASCO BRANDS, INC.		68.31
	Invoice	Date	Description		Check Sort Code	Amount
	141103, 141064	04/10/2024	BLANKET FOR JANITORIAL SUPPLIES			68.31
Check	05/06/2024	204751	Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)		117.98
	Invoice	Date	Description		Check Sort Code	Amount
	652110359000138	04/18/2024	652110359000138			117.98
Check	05/06/2024	204752	Accounts Payable	XEROX CORPORATION		849.23
	Invoice	Date	Description		Check Sort Code	Amount
	021083106	04/18/2024	722774775			17.66
	021083102	04/18/2024	718272685			7.42
	021083105	04/18/2024	721817914			20.22
	021083104	04/18/2024	719281396			10.08
	504492877	04/18/2024	950906487			21.73
	504493673	04/18/2024	952163384			96.78
	504496879	04/18/2024	957417074			96.78
	504497193	04/18/2024	957723893			96.78
	504497192	04/18/2024	957723810			96.78
	504492406	04/18/2024	950177683			96.78
	504497129	04/18/2024	957612286			94.66
	504496878	04/18/2024	957416910			96.78
	504493068	04/18/2024	951078419			96.78
Check	05/06/2024	204753	Accounts Payable	B&W TOWING LLC		225.00
	Invoice	Date	Description		Check Sort Code	Amount
	28326	04/18/2024	TOWING			225.00
Check	05/06/2024	204754	Accounts Payable	DINIERO'S AUTO DETAILING		85.00
	Invoice	Date	Description		Check Sort Code	Amount
	DETAIL ON CAR	04/18/2024	LAJ4059			85.00
Check	05/06/2024	204755	Accounts Payable	DRIVER'S VILLAGE INC		30.00
	Invoice	Date	Description		Check Sort Code	Amount
	KBA3279	04/18/2024	CITATION #67963424			30.00
Check	05/06/2024	204756	Accounts Payable	PATRICK EVANS , DBA EVERGREEN PROP		1,686.42
	Invoice	Date	Description		Check Sort Code	Amount
	311 FULTON STREE	04/18/2024	1/16/24 MVA - SNOWPLOW			1,686.42
Check	05/06/2024	204757	Accounts Payable	PENELOPE ALLINGTON		10,916.87
	Invoice	Date	Description		Check Sort Code	Amount
	INSURANCE OPT OU	04/26/2024	INSURANCE OPT OUT			10,916.87

GENERAL FUND GENERAL FUND Totals: Transactions: 85 $324,198.32

Checks: 85 $324,198.32

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 05/06/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount

Bank Account: CAP CHECK - CAPITAL CHECKING

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	05/06/2024	104888	Accounts Payable	CHAPEL LUMBER COMPANY	167.12

Invoice	Date	Description	Check Sort Code	Amount
2404-123118	04/12/2024	CHAPEL BPO for Station 5 Floor		167.12

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	05/06/2024	104889	Accounts Payable	ERDMAN ANTHONY	45,270.27

Invoice	Date	Description	Check Sort Code	Amount
PARKS EST 10	12/18/2023	E. Water St Rejuvenation 6755.13		12,451.59
PARKS EST 12	02/23/2024	E. Water St Rejuvenation 6755.13		2,396.10
PARKS EST 13	03/22/2024	E. Water St Rejuvenation 6755.13		6,453.42
6755.13 EST. 14	04/16/2024	E. Water St Rejuvenation 6755.13		23,969.16

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	05/06/2024	104890	Accounts Payable	JOHN DEERE COMPANY	117,003.76

Invoice	Date	Description	Check Sort Code	Amount
117590185	04/09/2024	Three mowers minus trade ins - replaces PO 2023-440 new vendor		117,003.76

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	05/06/2024	104891	Accounts Payable	RANGER OUTFITTERS	21,327.05

Invoice	Date	Description	Check Sort Code	Amount
25284	04/12/2024	Batons		2,274.85
25274	04/12/2024	BALLISTIC VEST REPLACEMENT		19,052.20

CAP CHECK CAPITAL CHECKING Totals: Transactions: 4 $183,768.20

Checks: 4 $183,768.20

HAND CHECKS DETAILS	$9,804.51
CAPITAL HAND CHECKS DETAIL	$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 04/16/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	04/16/2024	204670	Accounts Payable	JAMES J TURCSIK, JR.		4,590.52
	Invoice	Date	Description		Check Sort Code	Amount
	4/1-4/15/24	04/16/2024	Commission Check			4,590.52
Check	04/16/2024	204671	Accounts Payable	NYSEG		95.73
	Invoice	Date	Description		Check Sort Code	Amount
	1005-0397-206	04/16/2024	119 W 2ND ST			95.73
Check	04/16/2024	204672	Accounts Payable	NYSEG		458.66
	Invoice	Date	Description		Check Sort Code	Amount
	508 college ave,	04/16/2024	1004-8275-324			458.66
GENERAL FUND GENERAL FUND Totals:				Transactions: 3		$5,144.91
	Checks:	3	$5,144.91			

ACH PAYMENTS

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 04/13/2024 - 04/26/2024

4/18/2024	GHI DENTAL	$	2,071.00
4/23/2024	GHI DENTAL	$	1,912.47
		$	3,983.47

MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 04/13/2024 - 04/26/2024

4/19/2024	SARATOGA EAGLE	$	256.00
4/19/2024	AL GEORGE	$	328.13
4/25/2024	SARATOGA EAGLE	$	92.00
		$	676.13

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2024-170

Sponsor: Jackie Wilson

ATTACHMENTS

Adjournment May 6.docx

May 6, 2024

RESOLUTION

NO. 2024 –____

By: ___________________________

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, May 20th, 2024, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	