

APPROVAL OF MINUTES

2024-318

Jackie Wilson

Act on resolution dispensing with the minutes of the regular Meeting held on Monday, September 23, 2024.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

RESOLUTIONS

2024-319

Mayor Mandell

Receive communication from the City Manager and act on resolution approving the purchases of a telescopic handler and a skid steer from Sourcewell Cooperative (under NYS Office of General Services Contract PC69235) in the total amount of \$147,577.00; and authorizing the Mayor to execute the necessary documentation to effect the purchases.

2024-320

Joseph Duffy

Receive communication from the City Manager and act on resolution authorizing the purchase of a 2023 Dodge Charger Pursuit All-Wheel Drive (LDEE48) for use by the Police Department utilizing the State Office of General Services Program titled "Vehicle Marketplace"; and awarding the mini-bid to Ferrario Ford which submitted the lowest response to MB-327 meeting all specifications with the lowest bid of \$37,868.75, a copy of the mini-bid summary sheet is attached; and authorizing the Mayor to sign all required documents to effect the purchase.

AGREEMENTS

2024-321

Gary Brinn

Act on resolution accepting grant awards totaling \$10,000.00 to assist with multiple Community Development Project; authorizing the Mayor to execute the Acknowledgements of the Grant Terms and Conditions for each Project, copies of which are attached hereto, and expressing its appreciation to Chemung

County and the County Legislature for the generous approval of these grants.

2024-322

Nan Moss

Receive communication from the City Manager and act on resolution approving an additional cost of \$90,000.00 to the contract approved by Council Resolution No. 2024-249 awarding the 2024 hot mix asphalt overlay projects contract to Dalrymple Gravel & Contracting Co., Inc. and authorizing the Mayor to sign all documents necessary to effect this amendment.

2024-323

Joseph Duffy

Receive communication from the City Manager and act on resolution approving a one-year extension of the City's contract with RS Parker Holding Co, LLC d/b/a RS Parker Landscaping commencing retroactive to October 1, 2024 and expiring September 30, 2025, upon the same terms and conditions of the September 28, 2023 for property maintenance abatement services and authorizing the Mayor to execute any all documents necessary to effect the extension.

2024-324

Mayor Mandell

Act on resolution authorizing the Mayor to enter into and execute an agreement with Home HeadQuarters, Inc. (Home) to provide administrative services regarding the City's Cities RISE Revolving Loan Fund by which Home will provide services for direct loans for a one-time service fee of \$35,000.00 to be paid from the Cities RISE initial loan funds; said Agreement subject to approval of Corporation Counsel.

2024-325

Corey Cooke

Receive communication from the City Manager and act on resolution authorizing the City to enter into and authorizing the Mayor execute the proposed Clemens Square License and Property Access Agreement, a copy of which is attached hereto, granting Clemens Square access to City property to accomplish upgrades; said Agreement subject to Corporation Counsel approval.

AUDITS

2024-326

Jackie Wilson

Act on Downtown Revitalization Initiative Program Audit.

2024-327

Act on Lead Hazard Reduction Grant Program Audit.

Nick Grasso

2024-328
Corey Cooke

**Act on Anti-Displacement Learning Network Program
Audit.**

2024-329
Gary Brinn

**Act on Community Development Block Grant Program
Audit.**

2024-330
Jackie Wilson

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2024-331
Nan Moss

Act on resolution to adjourn.

Respectfully Submitted,



Christina C. Rodriguez
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the regular Meeting held on Monday, September 23, 2024.
Resolution Number:	2024-318
Sponsor:	Jackie Wilson

ATTACHMENTS

[Beginning October 7.docx](#)

October 7, 2024

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held in Council Chambers in said City of Elmira, this 7th day of October, 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 Regular Meeting held September 23, 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:

Receive communication from the City Manager and act on resolution approving the purchases of a telescopic handler and a skid steer from Sourcewell Cooperative (under NYS Office of General Services Contract PC69235) in the total amount of \$147,577.00; and authorizing the Mayor to execute the necessary documentation to effect the purchases.

Resolution Number:

2024-319

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution buildings and grounds purchases telescopic handler and skid steer sourcewell contract 10.7.2024.docx](#)

[photos skid steer and telescopic handler 10.7.2024.pdf](#)

October 7, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Director of the City's Buildings and Grounds Department has recommended that the City purchase a new telescopic handler and a new skid steer. These items are available under the New York State Office of General Services Contract (PC69235). These items are available from Sourcewell Cooperative. The total purchase price for the skid steer is \$55,937.00. The purchase price for the telescopic handler is \$91,640.00. Informational sheets on these two items are attached for reference purposes. The total purchase price is \$147,577.00. The purchase funds will be available by reallocating the funds in the 2023 Capital Budget.

The following resolution authorizes the purchase of these items.

Respectfully yours,

P. Michael Collins
City Manager

October 7, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's purchases of a telescopic handler and a skid steer from Sourcewell , be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the purchases of the telescopic handler and the skid steer from Sourcewell (under New York State Office of General Services Contract PC69235) in the total amount of \$147,577.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the necessary documentation in order to effect the purchases with Sourcewell Cooperative.

ADOPTED BY THE FOLLOWING VOTE

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

Cardi, Kelly

From: Sullivan, Kyle
Sent: Monday, September 30, 2024 11:06 AM
To: Cardi, Kelly
Subject: Jcb equipment

Here are photos of the skid steer and tele-handler



11:04 5G 80%

fairchildequipment.com

JCB 505-20TC TELESCOPIC HANDLER

[Back to results](#)



DETAILS

Every **JCB** telehandler is designed to offer superb productivity, and the 505-20TC telehandler is no different. Excellent visibility and maneuverability, versatile performance, instant power and innovation-driven efficiency.

Kyle Sullivan
 B&G/Sanitation Director
 City of Elmira
 607-737-5754-office
 607-483-0210 -cell
 Email- Ksullivan@Cityofelmira.net

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the purchase of a 2023 Dodge Charger Pursuit All-Wheel Drive (LDEE48) for use by the Police Department utilizing the State Office of General Services Program titled "Vehicle Marketplace"; and awarding the mini-bid to Ferrario Ford which submitted the lowest response to MB-327 meeting all specifications with the lowest bid of \$37,868.75, a copy of the mini-bid summary sheet is attached; and authorizing the Mayor to sign all required documents to effect the purchase.

Resolution Number:

2024-320

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution purchase of 2023 dodge charger pursuit for EPD mini-bid 10.7.2024.docx](#)
[bid summary 2023 dodge charger EPD 10.7.2024.pdf](#)

October 7, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Chief of Police and City Chamberlain are recommending that the City purchase a 2023 Dodge Charger Pursuit All-Wheel Drive (LDEE48). To insure compliance with Section 103 of the General Municipal Law regarding bidding requirements, it is proposed that the City participate in a program titled “Vehicle Marketplace” which is a program offered through the State Office of General Services. The State refers to this program as a “mini-bid”. The City, through the Purchasing Department, has submitted a request for a bid through the Vehicle Marketplace Program.

Ferrario Ford submitted the lowest mini-bid response to MB-327 for the 2023 Dodge Charger Pursuit to be funded using a combination of American Rescue Plan Funds with 2023 and 2024 Capital funding at a final cost of \$37,868.75, a copy of the mini-bid summary is attached.

The following resolution authorizes the purchase of the above vehicle for the City’s Police Department.

Respectfully yours,

P. Michael Collins
City Manager

October 7, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's purchase of a vehicle for its Police Department, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize the purchase of a 2023 Dodge Charger Pursuit All-Wheel Drive (LDEE48) for use by the Police Department; and be it further

RESOLVED, that the City has utilized the State Office of General Services Program titled "Vehicle Marketplace" in order for the City to meet all bidding requirements required by General Municipal Law 103; and be it further

RESOLVED, that the mini-bid be and is hereby awarded to Ferrario Ford, submitting the lowest mini-bid response to MB-327 meeting all specifications, with the lowest bid of \$37,868.75; said purchase being made using a combination of American Rescue Plan Funds with 2023 and 2024 Capital funding; and be it further

RESOLVED, that the Mayor is hereby authorized to sign all required documents to effect the purchase of the vehicle.

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 MB-327 2023 Dodge Charger Pursuit			
Bid Opening September 19, 2024			
	Bidders	Ferrario Ford	Howell & Pierson dba Main Motorcar
Vehicle		2023 Dodge Charger Pursuit (LDEE48)	2023 Dodge Charger PPV (LDEE48)
Price		\$37,868.75	\$38,104.80

Agenda Summary: Act on resolution accepting grant awards totaling \$10,000.00 to assist with multiple Community Development Project; authorizing the Mayor to execute the Acknowledgements of the Grant Terms and Conditions for each Project, copies of which are attached hereto, and expressing its appreciation to Chemung County and the County Legislature for the generous approval of these grants.

Resolution Number: 2024-321

Sponsor: Gary Brinn

ATTACHMENTS

[resolution accepting grants of 10,000 warded community development fund grant multiple comm dev projects 10.7.2024.doc](#)

[acknowledgement of terms and conditions Joe Martino Animal Shelter Fund grant 2024.pdf](#)

[acknowledgement of terms and conditions Josh Palmer Fund grant 2024.pdf](#)

[acknowledgement of terms and conditions John W Jones Museum grant 2024.pdf](#)

[acknowledgement of terms and conditions promote tourism grant 2024.pdf](#)

[acknowledgement of terms and conditions man2man health forums grant 2024.pdf](#)

[acknowledgement of terms and conditions friends of woodlawn grant 2024.pdf](#)

October 7, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

WHEREAS, the Chemung County Legislature has approved City grant applications submitted by the City’s Community Development Fund to assist with Community Development Projects as follows:

Friends of Woodlawn/Woodlawn Cemetery Maintenance-Improvements	\$1,500
Josh Palmer Fund/Support to Find a Cure for Cancer	\$2,000
John J. Jones Museum/Community Education	\$1,500
Man2Man Forum, Inc./Community Health Forum-Fairs	\$1,500
Elmira Civil War Prison Camp/Promote Tourism	\$1,500
Joe Martino Animal Shelter Fund/Supplies for Animal Shelter	\$2,000; and

WHEREAS, to obtain the funding, the City must execute “Acknowledgements of Grant Terms and Conditions” for these projects, which Acknowledgments will be returned to the Clerk of the Chemung County Legislature; and

WHEREAS, upon the Clerk’s receipt of the Acknowledgments, the Chemung County Treasurer will issue the grant funds to the City;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby accept the grant awards totaling \$10,000 to assist with the multiple Community Development Projects as outlined above; and be it further

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

RESOLVED, that the Mayor be and hereby is authorized to execute the “Acknowledgements of the Grant Terms and Conditions” for each Community Development project, copies of which are attached hereto.

ADOPTED BY THE FOLLOWING VOTE

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

Community Development Fund Grant
Acknowledgement of Terms and Conditions

Grantor: Chemung County
 Sponsor: Hon. Martin Chalk
 Grantee: City of Elmira – Joe Martino Animal Shelter Fund
 Grant Amount: \$2,000
 Project: Supplies for Animal Shelter
 Authorizing Resolution: 24-340
 Date: September 11, 2024

I. GENERAL PROVISIONS

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

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

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

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

II. SPECIAL PROVISIONS

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

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

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

2. Expenditures of Grant Funds

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

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

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

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

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

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

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

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

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

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

For the Grantee:

CITY OF ELMIRA

By:

Signature Daniel J. Mandell, Jr.
Mayor
Resolution No. 2024-_____

10/ /2024

Date

Signature

Date

Community Development Fund Grant
Acknowledgement of Terms and Conditions

Grantor: Chemung County
 Sponsor: Hon. John Burin
 Grantee: City of Elmira
 Grant Amount: \$2,000
 Project: Josh Palmer Fund – Support to Find a Cure for Cancer
 Authorizing Resolution: 24-340
 Date: September 11, 2024

I. GENERAL PROVISIONS

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

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

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

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

II. SPECIAL PROVISIONS

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

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

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

2. Expenditures of Grant Funds

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

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

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

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

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

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

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

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

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

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

For the Grantee:

CITY OF ELMIRA

By:

10/ /2024

Signature Daniel J. Mandell, Jr.
Mayor
Resolution No. 2024-_____

Date

Signature

Date

Community Development Fund Grant
Acknowledgement of Terms and Conditions

Grantor: Chemung County
 Sponsor: Hon. John Burin
 Grantee: City of Elmira
 Grant Amount: \$1,500
 Project: John W. Jones Museum – Community Education
 Authorizing Resolution: 24-340
 Date: September 11, 2024

I. GENERAL PROVISIONS

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

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

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

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

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

2. Expenditures of Grant Funds

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- b) The Grantee organization is responsible for the expenditure of funds in accordance with the approved purpose, and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- c) If the purpose of the grant or the use of the grant funds is changed, or if such purpose becomes impossible, unnecessary or undesirable in the judgement of the Grantee or the County, or the Grantee should go out of existence, the grant or any part thereof may be recovered by the County.
- d) Grantee hereby provides the County the right to demand and inspect ("audit") Grantee's records to ensure compliance with this Acknowledgement and its use of the grant funds, and no reasonable request should be refused.

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

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

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

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

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

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

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

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

For the Grantee:

CITY OF ELMIRA

By:

Signature Daniel J. Mandell, Jr.
Mayor
Resolution No. 2024-_____

10/ /2024

Date

Signature

Date

Community Development Fund Grant
Acknowledgement of Terms and Conditions

Grantor: Chemung County
 Sponsor: Hon. Martin Chalk
 Grantee: City of Elmira – Elmira Civil War Prison Camp
 Grant Amount: \$1,500
 Project: Promote Tourism
 Authorizing Resolution: 24-340
 Date: September 11, 2024

I. GENERAL PROVISIONS

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

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

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

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

II. SPECIAL PROVISIONS

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

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

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

2. Expenditures of Grant Funds

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

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

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

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

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

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

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

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

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

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

For the Grantee:

CITY OF ELMIRA

By: _____

10/ /2024

Signature Daniel J. Mandell, Jr.

Date

Mayor

Resolution No. 2024-_____

Signature _____

Date _____

Community Development Fund Grant
Acknowledgement of Terms and Conditions

Grantor: Chemung County
 Sponsor: Hon. John Burin
 Grantee: City of Elmira
 Grant Amount: \$1,500
 Project: Man2Man Forum, Inc - Community Health Forum/Fairs
 Authorizing Resolution: 24-340
 Date: September 11, 2024

I. GENERAL PROVISIONS

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

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

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

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

II. SPECIAL PROVISIONS

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

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

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

2. Expenditures of Grant Funds

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

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

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

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

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

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

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

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

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

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

For the Grantee:

CITY OF ELMIRA

By:

Signature Daniel J. Mandell, Jr.

Mayor

Resolution No. 2024-_____

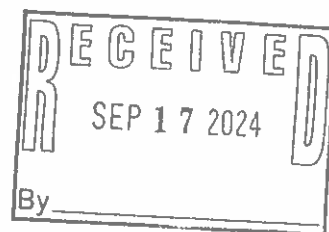
10/ /2024

Date

Signature

Date

Community Development Fund Grant
Acknowledgement of Terms and Conditions



Grantor: Chemung County

Sponsor: Hon. John Burin

Grantee: City of Elmira

Grant Amount: \$1,500

Project: Friends of Woodlawn – Woodlawn Cemetery Maintenance/Improvements

Authorizing Resolution: 24-340

Date: September 11, 2024

I. GENERAL PROVISIONS

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

- a) Grant award is contingent upon the availability of funds.
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Grantee agrees to allow the County and Sponsor to use information provided in the proposal for press release and other forms of public dissemination.

2. Expenditures of Grant Funds

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

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

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- (b) Grantee loses its status as a New York Municipal Corporation or Special District before the project is completed.

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

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

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

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

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

For the Grantee:

CITY OF ELMIRA

By:

Signature Daniel J. Mandell, Jr.

Mayor

Resolution No. 2024-_____

10/ /2024

Date

Signature

Date

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution approving an additional cost of \$90,000.00 to the contract approved by Council Resolution No. 2024-249 awarding the 2024 hot mix asphalt overlay projects contract to Dalrymple Gravel & Contracting Co., Inc. and authorizing the Mayor to sign all documents necessary to effect this amendment.

Resolution Number: 2024-322

Sponsor: Nan Moss

ATTACHMENTS

[resolution 2024 hot mix asphalt overlay amendment increase to Dalrymple contract 10.7.2024.docx](#)

October 7, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2024-249, the Council awarded a contract to Dalrymple Gravel & Contracting Co., Inc. for the 2024 City hot mix asphalt overlay projects. The total contract amount was \$610,855.05. City/County staff have informed me that the actual overlay cost has increased by \$90,000.00. The cost for this increase is attributable to an overlay application on East Water Street extending from Clemens Center Parkway to Madison Avenue. Additional cost was incurred which consisted of the 28 overlay streets to provide additional overlay.

The following resolution authorizes the increase to the contract of \$90,000.00.

Respectfully yours,

P. Michael Collins
City Manager

October 7, 2024

RESOLUTION
NO. 2024 - ____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the increased cost for the 2024 City's hot mix asphalt overlay projects, be received and placed on file; and be it further

RESOLVED, the City Council of the City of Elmira, York hereby approve an additional cost of \$90,000.00 to the contract approved by Council (Resolution No. 2024-249); and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign all documents necessary to effect this amendment.

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 approving a one-year extension of the City's contract with RS Parker Holding Co, LLC d/b/a RS Parker Landscaping commencing retroactive to October 1, 2024 and expiring September 30, 2025, upon the same terms and conditions of the September 28, 2023 for property maintenance abatement services and authorizing the Mayor to execute any all documents necessary to effect the extension.

Resolution Number:

2024-323

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution rs parker landscaping property maintenance abatements agmt extension one year 10.7.2024.doc](#)

October 7, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City's contract with RS Parker Holding Co., LLC d/b/a RS Parker Landscaping (Parker) to provide property maintenance abatement services expired September 30, 2024. The contract provides that it may be extended for two (2) one-year periods upon mutual agreement between the City and Parker. The City's Code Department has recommended that the contract be extended. The attached resolution extends the contract retroactive to October 1, 2024 and expiring September 30, 2025, upon the same terms and conditions of the current contract.

Respectfully submitted,

P. Michael Collins
City Manager

October 7, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

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

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the extension of the City’s contract with Parker for one additional year retroactive to October 1, 2024 and expiring September 30, 2025, upon the same terms and conditions of the existing contract; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary:

Act on resolution authorizing the Mayor to enter into and execute an agreement with Home Headquarters, Inc. (Home) to provide administrative services regarding the City's Cities RISE Revolving Loan Fund by which Home will provide services for direct loans for a one-time service fee of \$35,000.00 to be paid from the Cities RISE initial loan funds; said Agreement subject to approval of Corporation Counsel.

Resolution Number:

2024-324

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution home headquarters revolving loan administration Cities RISE funds 10.7.2024.docx](#)

October 7, 2024

**RESOLUTION
NO. 2024 - _____**

By Councilmember _____:

WHEREAS, by Resolution No. 2021-257, the City entered into a Revolving Loan Agreement with Home HeadQuarters, Inc. (Home) of Syracuse, NY; and

WHEREAS, Home is committed to ensuring property owners that struggle to access home improvement capital from traditional lenders have the resources they need to keep their homes healthy and safe; and

WHEREAS, the program was initially designed for the City to provide loan guarantees thereby enhancing the willingness of lenders to lend to individuals seeking funds for home improvements; and

WHEREAS, Home recommends that the program provide for direct home improvement loans to property owners rather than loan guarantees;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira approves retaining Home as the City's Administrator of the City's Cities RISE Revolving Loan Fund; and be it further

RESOLVED, that Home shall provide the services for direct loans for a one-time service fee of Thirty-Five Thousand and 00/100 (\$35,000.00) Dollars to be paid from the Cities RISE initial loan funds of Three Hundred Fifty Thousand and 00/100 (\$350,000.00) Dollars; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with Home to provide administrative services regarding the City's Cities RISE Revolving Loan Fund; 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	

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the City to enter into and authorizing the Mayor execute the proposed Clemens Square License and Property Access Agreement, a copy of which is attached hereto, granting Clemens Square access to City property to accomplish upgrades; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2024-325

Sponsor: Corey Cooke

ATTACHMENTS

[resolution clemens square llc license and property access agmt 10.7.2024.docx](#)
[clemens square llc license and property access agreement.pdf](#)

October 7, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

For approximately one year, the City has been in discussions with 100 Clemens Square LLC (Clemens Square) regarding Clemens Square's proposal to develop the City's real property commonly known as "Clemens Square". The discussions have resulted in a proposed agreement titled "Clemens Square License and Property Access Agreement" (Agreement).

Attached is a copy of the proposed Agreement including three exhibits. The proposed Agreement grants Clemens Square access to the City property to accomplish the upgrades but Clemens Square acquires no legal rights by lease, deed, or any other document. With exception for the "Build Out Area", the City does not grant Licensee any right, title, or interest to the City property commonly known as "Clemens Square".

The following resolution authorizes the proposed Agreement and further authorizes the Mayor to execute all documents necessary to effect the Agreement.

Respectfully yours,

P. Michael Collins
City Manager

October 7, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the proposed Clemens Square License and Property Access Agreement, 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 the Clemens Square License and Property Access Agreement (“Agreement”), a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the proposed Agreement and any and all documents necessary to effect the Agreement; said Agreement 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	

CLEMENS SQUARE LICENSE AND PROPERTY ACCESS AGREEMENT

This License and Property Access Agreement (hereinafter referred to as "Agreement" or "License") is made and entered into as of the _____ day of _____, 2024, by and between **ONE CLEMENS SQUARE LLC**, a New York limited liability company with an office at 147 West Gray Street, Suite 103, Elmira, New York 14901 (hereinafter referred to as "Licensee") and the **CITY OF ELMIRA, NEW YORK**, a municipal corporation of the State of New York with an office at 317 East Church Street, Elmira, New York 14901 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City owns real property commonly known as Clemens Square which is more particularly identified as the cross-hatched area on Exhibit A, attached hereto and incorporated herein by reference (the "City Property"); and

WHEREAS, Licensee owns real property consisting of a building commonly known as 1-8 Clemens Square, Elmira, New York (the "Licensee Property"), which is identified on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City Property and the Licensee Property are contiguous as shown on Exhibit A; and

WHEREAS, the City deems it to be in the public interest to promote economic growth and community interest through the redevelopment of the properties within the vicinity of the City Property and endeavors to enter into this Agreement for such purpose; and

WHEREAS, the Licensee intends to develop and operate the Licensee Property for business operations which will promote economic growth and community interest and it desires to secure a portion of the city property for the use by its customers and for events available to members of the community; and

WHEREAS, the City and the Licensee desire to execute and enter into this Agreement for the purpose of setting forth their intentions with respect to the utilization and maintenance of the City Property;

NOW, THEREFORE, the parties do hereby covenant and agree as follows:

ACCESS BY LICENSEE

Subject to Licensee's compliance with the terms and provisions of this Agreement, the Licensee and Licensee's agents, employees, contractors, representatives and other designees (hereinafter referred to as collectively "Licensee's designees") shall have the right to immediately enter upon the City Property for the purposes of performing construction activities necessary to accomplish buildout requirements consistent with the agreed upon drawings more particularly described in Exhibit B, attached hereto and incorporated herein by reference (the "Build Out Area"), as well as Licensee's ongoing business operations and community events as approved by the City Manager. In the event this Agreement is terminated or expires without an agreed to extension, the Licensee shall return the City Property to the condition existing prior to the execution of this Agreement, with exception that the owner of the Licensee Property shall be entitled to lease the Build Out Area by a separate agreement mutually agreeable to the City and the then owner of the Licensee Property.

TERMS OF LICENSE

The term of this License shall be for twenty-five (25) years commencing on the 15th day of October, 2024 and continuing through the 14th day of October, 2049 (the "Term"), unless sooner terminated as hereafter provided.

LICENSE AND MAINTENANCE PAYMENT

The City, in consideration of the covenants listed herein to be performed by the Licensee, does hereby grant a license to Licensee to use the City Property for the purposes set forth herein. The Licensee shall maintain the City Property and, within thirty (30) days after the last day of each month during the Term of this License, shall submit to the City Chamberlain's office an invoice for the monthly maintenance expense incurred by Licensee for the month calculated on the basis of labor time expended and material costs incurred. The City shall reimburse the Licensee within thirty (30) days after submission of the invoice provided that the total invoice reimbursement shall not to exceed the amount of \$12,000.00 for the first year of the Term. At least thirty (30) days prior to the expiration of each year of the License term, the parties shall renegotiate the maximum annual invoice reimbursement amount. The obligations of the Licensee to maintain the City Property shall not commence until Licensee is issued a certificate of occupancy for its operations at the Licensee Property except that the Licensee shall be responsible for maintenance obligations with respect to the Build Out Area and staging area associated therewith immediately upon commencement of construction activities.

COVENANTS OF LICENSEE

The Licensee does hereby covenant and agree with the City that the Licensee will:

1. Use and occupy Build Out Area in a careful and proper manner and keep the City Property free from rubbish and debris.
2. Keep the pedestrian walkways and driveways of City Property free of snow and ice in a timely manner.
3. Ensure annual mulch replacement and weed control in existing plant beds and pavement areas of the City Property.
4. Not use or occupy the Build Out Area for any unlawful purpose; and will conform to and obey all present and future laws, ordinances and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the Build Out Area and the maintenance services to be performed hereunder.
5. Not assign this Agreement, nor sublet the City Property, nor any part thereof, without the written consent of the City which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, Licensee shall not be entitled to assign this Agreement to a subsequent owner of the Licensee Premises or tenant of the Licensee Premises and to collaterally assign this Agreement to any mortgage lender of the Licensee Premises without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned, or delayed.
6. Not use or occupy the City Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise.

7. Make no alterations or additions to said City Property except as shown in Exhibit B with respect to the Build Out Area without the written consent of the City Manager.
8. Permit the City to enter upon the City Property at all reasonable times to examine the condition of same. With exception for the Build Out Area, the City Property shall at all times remain open to the public. The Build Out Area shall be subject to exclusive use by the Licensee, its invitees, and customers.
9. Conduct ordinary day-to-day maintenance to keep the City Property in a good state of repair; further provided that all maintenance required herein, shall be to the reasonable satisfaction of the City Manager.
10. Indemnify and save the City harmless from and against any loss, damage, and liability occasioned by growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the Licensee, its members, agents, or employees and for such purpose Licensee shall procure and maintain in full force and effect during the Term of this Agreement, insurance in a reliable company or companies with a minimum policy limit of \$2,000,000 single limit per occurrence; \$1,000,000 aggregate property damage per occurrence, which amounts shall be increased for cost of living adjustments in accordance with commercially reasonable insurance practices every three (3) years. The City, its officers and employees, shall be named as an additional insured party on a primary basis on the policy to be evidenced by a certificate of liability insurance presented to the City Manager on or before the anniversary date of this License of each year.
11. Agree to leave the City Property at the expiration or prior to termination of this Agreement and renewal thereof in as good a condition as received, except for ordinary and reasonable wear and tear, damage by the elements, and damages whereof the City is compensated by insurance.
12. Licensee agrees that the City Property and Licensee Property shall not be used in any manner that would discriminate against any person or persons based on sex, sexual orientation, marital status, age, disability, race, creed, religion, color, military status, citizenship, immigration status, or national origin.

MUTUAL COVENANTS

It is mutually agreed by and between the City and the Licensee that:

1. The Licensee shall operate a viable business operation at the Licensee Property and shall keep, observe, and perform all the covenants of this Agreement by Licensee and designees, successors, and assigns are to be kept, performed, and observed, Licensee shall and may, peaceably and quietly, have, hold, and enjoy the City Property for the term aforesaid.
2. With exception for the Build Out Area, the City Property is owned and held by the City of Elmira for the use and benefit of the public, and should the City determine that said City Property is needed for any other purpose whatsoever, to be used by the general public or for public good, the City shall have the right and the privilege of coordinating such use with the Licensee.
3. With the exception for the Build Out Area, which shall be maintained by Licensee, the City shall maintain responsibility for capital improvements to the City Property. Capital improvements shall include but not be limited to all repairs and replacements including but not limited to stage maintenance and seat replacement or repair, sidewalk or paver replacement or repair, lightening/light post replacement or repair to include cost of operation, tree and plant/shrub

replacement and all parking area replacement and repair and/or replacement or repair to all structural improvements.

4. With exception for parking spaces not owned by the City or specifically designated for use by the tenants of 100 West Water Street, the City will use commercial efforts to implement an hourly parking plan for the parking spaces in the highlighted area on Exhibit C.

5. If Licensee shall at any time be in default in performance of any of the covenants or provisions of the License, and Licensee shall fail to remedy such default within sixty (60) days after written notice thereof from the City, provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such sixty (60) days, Licensee shall not be deemed to be in default if Licensee shall within such period commence such cure and thereafter diligently prosecute the same to completion, it shall be lawful for the City to enter upon City Property, and again, repossess and enjoy the same as if this Agreement had not been made, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease and terminate, without prejudice. Licensee shall have the right at anytime to terminate this Agreement upon one (1) year prior written notice to the City, provided that Licensee shall be entitled to continue to lease the Build Out Area by a mutually agreed upon lease between the City and Licensee.

6. This Agreement and all the covenants and provisions herein contained, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under Licensee in violation of any of the provisions hereof shall rest in the assigns any right, title, or interest whatsoever. City shall not assign its rights hereunder without the prior written consent of Licensee.

LIMITATIONS

With exception for the Build Out Area, the City does not hereby grant Licensee any right, title, or interest in or to the City Property, but merely grants the specific rights and privileges listed herein.

NOTICES

All notices, demands and other communications shall be given in writing and shall be delivered by certified mail, postage prepaid, and return receipt requested, or by nationally recognized overnight delivery carrier or by personal delivery. Notice shall be addressed as provided below for the respective parties.

City: City Manager
317 East Church Street
Elmira, NY 14901

Licensee: One Clemens Square LLC
147 W. Gray Street, Suite 103
Elmira, NY 14901

ENTIRE AGREEMENT

This Agreement together with all exhibits hereto, integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

SEVERABILITY

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision, to the extent enforceable, in any jurisdiction, shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permissible.

AMENDMENTS

Any amendments to this Agreement shall be effective only when in writing and duly executed by City and Licensee.

NO THIRD-PARTY BENEFICIARY RIGHTS

This Agreement is entered into for the sole benefit of City and Licensee and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CITY OF ELMIRA

By: _____
Name: Daniel J. Mandell, Jr.
Title: Mayor
Resolution: 2024 - _____

ONE CLEMENS SQUARE LLC

By: _____
Name: _____
Title: _____

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

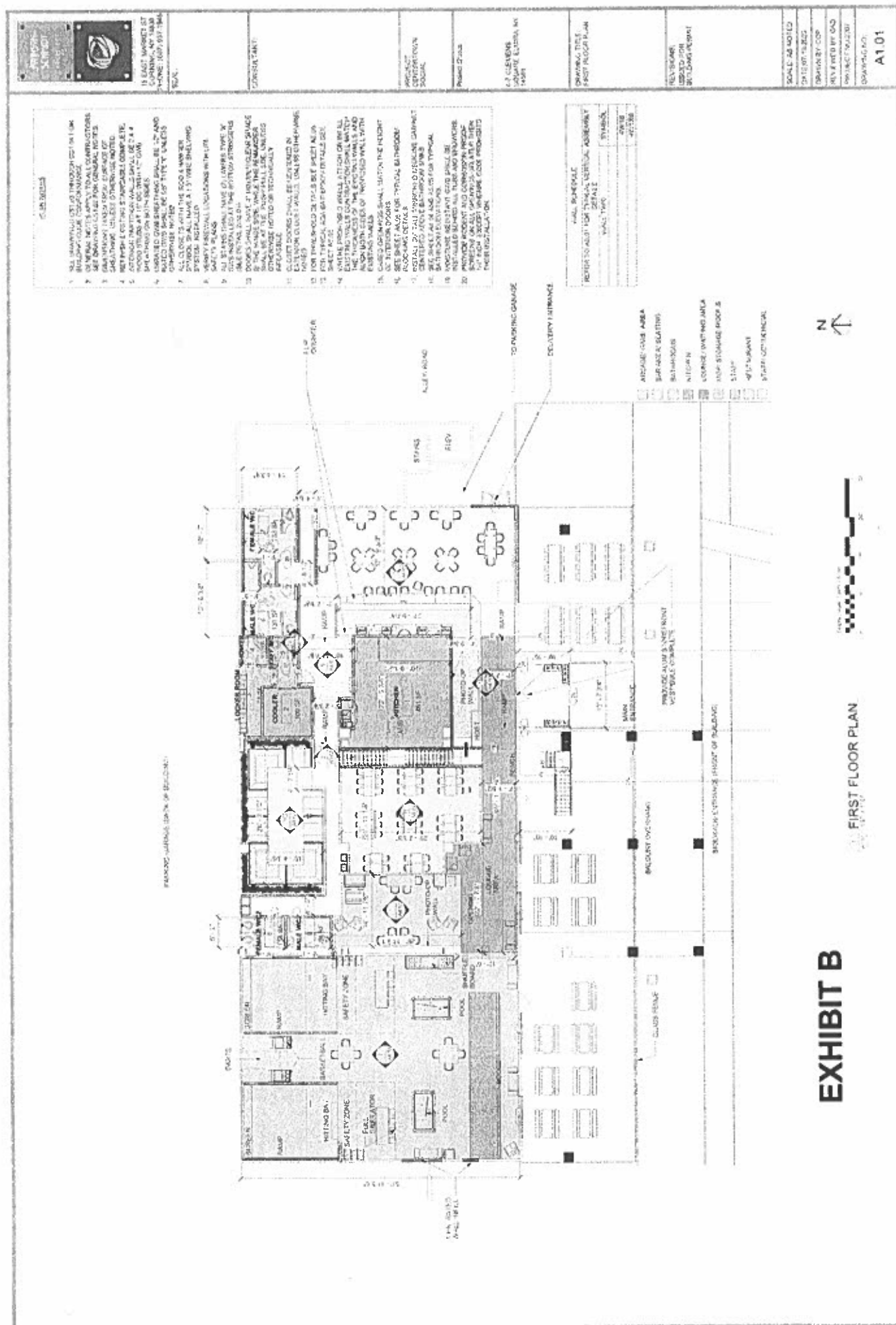
On the ____ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared **DANIEL J. MANDELL, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

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

On the ____ day of _____ in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public



- LEGEND**
- MONUMENT FOUND
 - DITTO, HOLE FOUND
 - COMPUTED POINT
 - LIGHT POLE
 - HYDRANT
 - PLANTER
 - COLUMN
 - COLUMN
 - POST

CURT TABLE

LINE	LENGTH	BEARING	CHORD DIST.
1	12.73	S89°26'W	4.13
2	3.53	S71°33'W	1.17
3	5.32	S71°33'W	1.57
4	4.12	S71°33'W	1.17
5	7.34	S71°33'W	2.11
6	7.34	S71°33'W	2.11

0.849 AC.
41,318 Sq. Ft.

LINE TABLE

LINE	LENGTH	BEARING
1	12.73	S89°26'W
2	3.53	S71°33'W
3	5.32	S71°33'W
4	4.12	S71°33'W
5	7.34	S71°33'W
6	7.34	S71°33'W

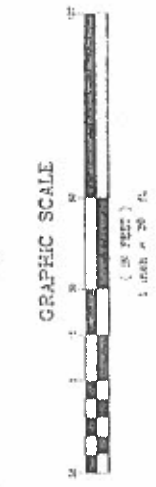
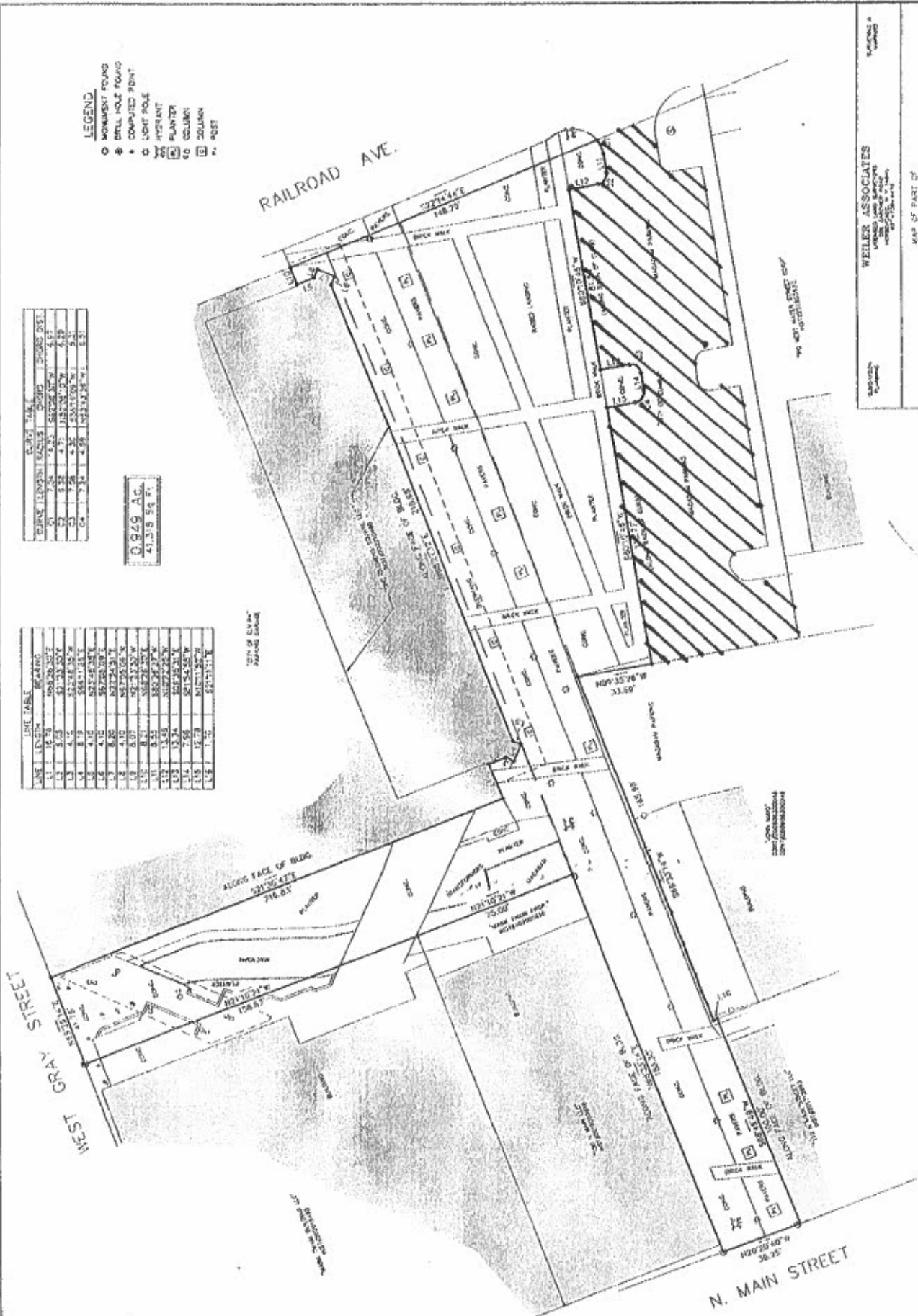


EXHIBIT C

WELER ASSOCIATES
SURVEYING & ENGINEERING
100 WEST 10TH STREET
NEW YORK, N.Y. 10011

THE CITY OF ELMIRA
(CLEMENS SQUARE)

MAP OF PART OF
TOWNSHIP 10 N. 30 W. 10 E.

CITY OF ELMIRA

SECTION 10

DATE 12/12/2023

BY [Signature]

SCALE 1" = 20'

PROJECT 100-100-100-100

Agenda Summary: Act on Downtown Revitalization Initiative Program Audit.

Resolution Number: 2024-326

Sponsor: Jackie Wilson

ATTACHMENTS

[10-07-2024 audit \(DRI\).doc](#)

October 7, 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- Downtown Revitalization Initiative
RESOLUTION NO. 2024-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$250.02** they are hereby audited for payment for the Downtown Revitalization Initiative- Activate Buildings Grant, October 7, 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
DRI- Admin- Purchased Services	Labella	invoice # 239388	\$ 250.02
		TOTAL	\$ 250.02

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

Resolution Number: 2024-327

Sponsor: Nick Grasso

ATTACHMENTS

[10-07-2024 audit \(LEAD\).doc](#)

October 7, 2024

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$21,376.07** are hereby audited for payment for the LEAD Hazard Reduction Grant, October 7, 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
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	\$ 3,632.66
Relocation	City Chamberlain	keys	\$ 2.31
Training	City Chamberlain	LEAD Conference	\$ 3,285.00
Relocation	City Chamberlain	Visa cards	\$ 1,020.85
Telephone	City Chamberlain	invoice # 2024-57	\$ 31.24
Personnel	New York State and Local Retirement System	Retirement System Contribution	\$ 12,634.54
Reimbursement	Mike Rangstrom	Office Supplies, Mileage, Postage	\$ 469.47
LIRA- Clearance	Eco-Testing Services LLC	invoice # 1856	\$ 300.00
		TOTAL	\$ 21,376.07

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

Resolution Number: 2024-328

Sponsor: Corey Cooke

ATTACHMENTS

[10-07-2024 audit \(ADLN\).docx](#)

October 7, 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- ANTI DISPLACEMENT LEARNING NETWORK
RESOLUTION NO. 2024-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$2,760.92** they are hereby audited for payment for the Anti Displacement Learning Network grant, October 7, 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
Personnel	New York State and Local Retirement System	Retirement Contribution	\$ 2,760.92
		TOTAL	\$2,760.92

Elmira City Council

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

Resolution Number: 2024-329

Sponsor: Gary Brinn

ATTACHMENTS

[10-07-2024 audit \(CDBG;HOME\).docx](#)

October 7, 2024

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$107,632.53** they are hereby audited for payment for the Community Development Block Grant, October 7, 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
Payroll (Rehab and Admin)	Payroll	Payroll not to exceed	\$19,000.00
Radon Test	Eco-Testing	invoice # 1834 moved expense from LEAD to CDBG and invoice # 1851, 1848, 1849, 1850	\$1,500.00
CDBG Grant	Dave's Contracting	See attachment for additional information	\$24,950.00
Health Insurance (General and Rehab Admin)	City Chamberlain	invoice # 2024-10	\$3,579.49
Postage	City Chamberlain	invoice # 2024-62	\$52.76
EPD-DV	City Chamberlain	invoice # 2024-60	\$487.00
EPD-DV	City Chamberlain	invoice # 2024-59	\$950.00
Cell Phone	City Chamberlain	invoice #2024-58	\$31.24
Filing Fees	Chemung County Clerk	See attachment for additional information	\$200.50
CDBG Grant	Ben Miller Contracting	See attachment for additional information	\$20,500.00
HOME Admin	New York State & Local Retirement System	Retirement Contribution	\$1,503.16

General and Rehab Admin CDBG	New York State & Local Retirement System	Retirement Contribution	\$34,028.38
Training	Chemung County Chamber of Commerce	invoice # 6636	\$850.00
		TOTAL	\$107,632.53



Agenda Summary: Act on Audit.
Resolution Number: 2024-330
Sponsor: Jackie Wilson

ATTACHMENTS

[Cover Sheet.pdf](#)
[Backup Part 1.pdf](#)
[Backup Part 2.pdf](#)

DATE: October 7th, 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:	\$213,667.13
CAPITAL FUNDS:	\$194,806.84
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$408,473.97
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OTHER PAYMENTS:

PAYROLLS W/E October 6th, 2024	\$750,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$15,747.43
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$765,747.43
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GRAND TOTAL PAYMENTS:	\$1,174,221.40
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RESOLUTION NO. 2024-

By Councilmember _____

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

\$1,174,221.40

ADOPTED BY THE FOLLOWING VOTE:

AYES-----	-----NAYS
_____ COUNCILMEMBER MOSS	_____
_____ COUNCILMEMBER WILSON	_____
_____ COUNCILMEMBER COOKE	_____
_____ COUNCILMEMBER BRINN	_____
_____ COUNCILMEMBER GRASSO	_____
_____ COUNCILMEMBER DUFFY	_____
_____ MAYOR MANDELL	_____

=====

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 10/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	10/07/2024	205708	Accounts Payable	AIRGAS EAST		141.90
	Invoice		Date	Description	Check Sort Code	Amount
		5510224329	09/24/2024	AIRGAS Medical Oxygen BPO		141.90
Check	10/07/2024	205709	Accounts Payable	ALPINE SOFTWARE CORP		10,561.52
	Invoice		Date	Description	Check Sort Code	Amount
		EFD2049	09/24/2024	SYSTEM SUPPORT 2024-2025		10,561.52
Check	10/07/2024	205710	Accounts Payable	AMAZON CAPITAL SERVICES INC		423.96
	Invoice		Date	Description	Check Sort Code	Amount
		1HM1-693T-G1FN	09/24/2024	2024 BLANKET PO PGB1989		164.24
		1W6P-JVT3-KTDG	09/24/2024	2024 BLANKET PO PGB1989		204.30
		1FFG-T99G-6GWM	09/24/2024	2024 BLANKET PO PGB1989		55.42
Check	10/07/2024	205711	Accounts Payable	Auto Zone		360.98
	Invoice		Date	Description	Check Sort Code	Amount
		2950043141	09/10/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		96.98
		2950047259	09/16/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		106.68
		2950049340	09/19/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		39.48
		2950050418	09/20/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		88.10
		2950053038	09/24/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		29.74
Check	10/07/2024	205712	Accounts Payable	AXON ENTERPRISE, INC		500.80
	Invoice		Date	Description	Check Sort Code	Amount
		INUS281344	09/24/2024	Body Cam Mounts		500.80
Check	10/07/2024	205713	Accounts Payable	BALLAND ENTERPRISES INC.		1,030.00
	Invoice		Date	Description	Check Sort Code	Amount
		3060, 3064, 3063	09/17/2024	SHELTER CAGE REPAIRS		1,030.00
Check	10/07/2024	205714	Accounts Payable	BEACH, HALEY		166.00
	Invoice		Date	Description	Check Sort Code	Amount
		TD 40-2024	09/24/2024	PER DIEM - MEALS		166.00
Check	10/07/2024	205715	Accounts Payable	BROOKS SHAW		176.00
	Invoice		Date	Description	Check Sort Code	Amount
		TD 36-2024	09/24/2024	PER DIEM - MEALS		176.00
Check	10/07/2024	205716	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.		53.76
	Invoice		Date	Description	Check Sort Code	Amount
		378220	09/11/2024	BLANKET FOR SUPPLIES AND MATERIALS		53.76
Check	10/07/2024	205717	Accounts Payable	Bush Electronics, Inc		1,750.10
	Invoice		Date	Description	Check Sort Code	Amount
		INV25027	09/24/2024	upfitting 2023 Dodge Charger		1,750.10
Check	10/07/2024	205718	Accounts Payable	CHAMPION FASTENERS		418.54
	Invoice		Date	Description	Check Sort Code	Amount
		99063	09/17/2024	BLANKET FOR NUTS, BOLTS, HARDWARE		418.54
Check	10/07/2024	205719	Accounts Payable	CHEMUNG COUNTY CENTRAL SERV-POSTAGE		660.22
	Invoice		Date	Description	Check Sort Code	Amount

	AUGUST 2024	09/24/2024	POSTAGE		660.22
Check	10/07/2024	205720	Accounts Payable	CHEMUNG COUNTY CLERK	20.00
	Invoice	Date	Description	Check Sort Code	Amount
	JUDGEMENT FILING	09/24/2024	ELMIRA V. JOANN SPALLONE		10.00
	TRANSCRIPT	09/24/2024	ELMIRA V. VALARY BEGANGACHC EFUELACHA		10.00
Check	10/07/2024	205721	Accounts Payable	CHEMUNG COUNTY TRANSFER	22,402.70
	Invoice	Date	Description	Check Sort Code	Amount
	140116 ti 39	09/01/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		670.90
	140114, 140131	09/01/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		10,320.87
	140148, 140164	09/09/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		10,330.77
	140150 TI 39	09/09/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		530.74
	140189	09/24/2024	CUST#TI-00038 1		416.66
	140149	09/24/2024	CUST#TI-00038 1		132.76
Check	10/07/2024	205722	Accounts Payable	COREY VON NEIDA	166.00
	Invoice	Date	Description	Check Sort Code	Amount
	TD 40-2024	09/24/2024	PER DIEM - MEALS		166.00
Check	10/07/2024	205723	Accounts Payable	CULLIGAN	9.75
	Invoice	Date	Description	Check Sort Code	Amount
	272X33504905	08/31/2024	WATER AND COOLER RENTAL		9.75
Check	10/07/2024	205724	Accounts Payable	CURREN HARDWARE & FEED	229.42
	Invoice	Date	Description	Check Sort Code	Amount
	2413, 2454	09/10/2024	PARTS, HARDWARE, TOOLS		41.87
	3104	09/18/2024	BLANKET FOR HARDWARE & PARTS		72.68
	3086	09/18/2024	MISC PARTS/HARDWARE		87.30
	3161/3268	09/24/2024	ACCT#16436		27.57
Check	10/07/2024	205725	Accounts Payable	CUSTOM PEST CONTROL	50.00
	Invoice	Date	Description	Check Sort Code	Amount
	175226	09/11/2024	PEST CONTROL AT 312 BUILDING		50.00
Check	10/07/2024	205726	Accounts Payable	DANIEL VANDINE	176.00
	Invoice	Date	Description	Check Sort Code	Amount
	TD 36-2024	09/24/2024	PER DIEM - MEALS		176.00
Check	10/07/2024	205727	Accounts Payable	DAVIS ULMER	475.00
	Invoice	Date	Description	Check Sort Code	Amount
	1052-F296518	09/12/2024	YEARLY INSPECTION OF SPRINKLER SYSTEM/QTRY		475.00
Check	10/07/2024	205728	Accounts Payable	EAGLE POINT GUN	26,916.36
	Invoice	Date	Description	Check Sort Code	Amount
	AMMO P/U	09/24/2024	ammunition		26,916.36
Check	10/07/2024	205729	Accounts Payable	ELMIRA CITY COURT CLERK	12.00
	Invoice	Date	Description	Check Sort Code	Amount
	JUDGEMENT FEE.	09/24/2024	ELMIRA V. JOANN SPALLONE		6.00
	TRANSCRIPT	09/24/2024	ELMIRA V. VALARY BEGANGACHC EFUELACHA		6.00
Check	10/07/2024	205730	Accounts Payable	ELMIRA COCA-COLA BOTTLING CORP.	1,099.43
	Invoice	Date	Description	Check Sort Code	Amount
	43232456002	09/09/2024	BLANKET FOR COKE PRODUCTS		70.59
	43363060006	09/18/2024	BLANKET FOR COKE PRODUCTS		1,028.84
Check	10/07/2024	205731	Accounts Payable	ERICA LAPIERRE	75.00
	Invoice	Date	Description	Check Sort Code	Amount
	TD30-2024	09/24/2024	TRAINING		75.00
Check	10/07/2024	205732	Accounts Payable	Fusion Digital LLC	1,192.96
	Invoice	Date	Description	Check Sort Code	Amount
	20680	09/24/2024	Full HD LCD Monitors		1,192.96
Check	10/07/2024	205733	Accounts Payable	GRASS LANDS EQUIPMENT CO.	152.81
	Invoice	Date	Description	Check Sort Code	Amount

	1375528	09/05/2024	BLANKET FOR PARTS & REPAIRS		152.81
Check	10/07/2024	205734	Accounts Payable	GST BOCES	5,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	335-24F	06/30/2024	CDL TUITION		5,500.00
Check	10/07/2024	205735	Accounts Payable	HAMILTON MEATS, INC.	94.00
	Invoice	Date	Description	Check Sort Code	Amount
	50180	09/18/2024	BLANKET FOR MEAT & FROZEN PRODUCTS		94.00
Check	10/07/2024	205736	Accounts Payable	HARRELL'S TURF SPECIALTY	657.80
	Invoice	Date	Description	Check Sort Code	Amount
	1927700	08/21/2024	protecmax		657.80
Check	10/07/2024	205737	Accounts Payable	HARRELL'S TURF SPECIALTY	42.68
	Invoice	Date	Description	Check Sort Code	Amount
	1931041	08/29/2024	turf marking foam		42.68
Check	10/07/2024	205738	Accounts Payable	HORSEHEADS DO-IT CENTER	327.35
	Invoice	Date	Description	Check Sort Code	Amount
	396668	09/17/2024	Small equipment		37.96
	396667	09/17/2024	Small equipment		179.98
	396927	09/23/2024	Small equipment		109.41
Check	10/07/2024	205739	Accounts Payable	I. D. BOOTH, INC.	142.27
	Invoice	Date	Description	Check Sort Code	Amount
	100053513+	09/10/2024	ELECTRICAL SUPPLIES		142.27
Check	10/07/2024	205740	Accounts Payable	Image First Uniform Rental Service, LLC	48.08
	Invoice	Date	Description	Check Sort Code	Amount
	264641848	09/10/2024	BLANKET FOR MATS & LINENS		48.08
Check	10/07/2024	205741	Accounts Payable	IPS GROUP, INC	33.00
	Invoice	Date	Description	Check Sort Code	Amount
	541500	09/19/2024	Parking Meter Parts		33.00
Check	10/07/2024	205742	Accounts Payable	JAMES J TURCSIK, JR.	2,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	W/E 10/13/24	09/24/2024	PER CONTRACT		2,500.00
Check	10/07/2024	205743	Accounts Payable	JOE JOHNSON EQUIPMENT, INC.	3,419.91
	Invoice	Date	Description	Check Sort Code	Amount
	541500	09/17/2024	Equipment Repair Truck 144		3,419.91
Check	10/07/2024	205744	Accounts Payable	JOHN'S EQUIPMENT RENTAL	870.69
	Invoice	Date	Description	Check Sort Code	Amount
	73496	09/18/2024	WEED WHACKER PARTS		870.69
Check	10/07/2024	205745	Accounts Payable	KEEP IT GREEN TURF CARE LLC	2,400.00
	Invoice	Date	Description	Check Sort Code	Amount
	1764	08/17/2024	VEGETATIVE CONTROL AT ELDRIDGE PARK		2,400.00
Check	10/07/2024	205746	Accounts Payable	Kraft Power Corporation	222.76
	Invoice	Date	Description	Check Sort Code	Amount
	18869	06/07/2024	Flywheel Ring Gear		222.76
Check	10/07/2024	205747	Accounts Payable	LAZ PARKING MGMT.LTD	9,209.56
	Invoice	Date	Description	Check Sort Code	Amount
	S11018371	09/24/2024	PARKING GARAGE - AUGUST		9,209.56
Check	10/07/2024	205748	Accounts Payable	LOWE'S COMPANIES, INC.	549.08
	Invoice	Date	Description	Check Sort Code	Amount
	73135	09/10/2024	BLANKET FOR BUILDING SUPPLIES		549.08
Check	10/07/2024	205749	Accounts Payable	Maverick Data Systems	4,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	277	09/24/2024	Warrant Builder Subscription		4,500.00

Check	10/07/2024	205750	Accounts Payable	MCCARTHY TIRE SERVICE		331.00
	Invoice		Date	Description	Check Sort Code	Amount
	540800		09/16/2024	Automotive Parts		331.00
Check	10/07/2024	205751	Accounts Payable	MCDONALD EXCAVATING, INC.		114.75
	Invoice		Date	Description	Check Sort Code	Amount
	58394		09/16/2024	BLANKET FOR TOPSOIL, STONE, ETC		114.75
Check	10/07/2024	205752	Accounts Payable	MEDICAL WAREHOUSE		394.48
	Invoice		Date	Description	Check Sort Code	Amount
	231549		09/24/2024	MEDICAL WAREHOUSE Medical Supplies BPO		394.48
Check	10/07/2024	205753	Accounts Payable	Mid Atlantic Stocking, LLC		4,157.23
	Invoice		Date	Description	Check Sort Code	Amount
	22074		09/17/2024	EZ DOC SECTION 80X120" BEIGE		4,157.23
Check	10/07/2024	205754	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.		141.30
	Invoice		Date	Description	Check Sort Code	Amount
	IN21119049		09/24/2024	MES Blanket PO/SCBA Batteries		141.30
Check	10/07/2024	205755	Accounts Payable	NYS DEPARTMENT OF TRANSPORTATION		200.00
	Invoice		Date	Description	Check Sort Code	Amount
	1721		09/03/2024	SIGN ON RTE 17		200.00
Check	10/07/2024	205756	Accounts Payable	NYSEG		65,514.79
	Invoice		Date	Description	Check Sort Code	Amount
	9/16/24		09/24/2024	ACCT#1901-0000-214		3,263.52
	508 COLLEGE-AUG		09/24/2024	ACCT#1004-8275-324		257.46
	AS OF 9/16/24		09/24/2024	ACCT#1901-0154-003		61,847.40
	9/11/24		09/24/2024	ACCT#1005-0397-206		146.41
Check	10/07/2024	205757	Accounts Payable	NYSID		10,309.30
	Invoice		Date	Description	Check Sort Code	Amount
	1069483, 1069478		09/19/2024	JANITORIAL SERVICES		10,309.30
Check	10/07/2024	205758	Accounts Payable	PEOPLEREADY INC		4,880.16
	Invoice		Date	Description	Check Sort Code	Amount
	28840772		09/17/2024	TEMP SERVICES		1,993.56
	28853425		09/24/2024	TEMP SERVICES		2,886.60
Check	10/07/2024	205759	Accounts Payable	PITNEY BOWES		124.86
	Invoice		Date	Description	Check Sort Code	Amount
	1026023866		09/24/2024	ACCT#0013158353		70.86
	1026055100		09/24/2024	ACCT#0015532822		54.00
Check	10/07/2024	205760	Accounts Payable	POINT SPRING & DRIVESHAFT CO.		371.45
	Invoice		Date	Description	Check Sort Code	Amount
	30454		09/17/2024	Automotive Parts RFB- 2077R		121.60
	30310		09/12/2024	Automotive Parts RFB- 2077R		61.20
	30253		09/11/2024	Automotive Parts RFB- 2077R		63.98
	30096		09/06/2024	Automotive Parts RFB- 2077R		124.67
Check	10/07/2024	205761	Accounts Payable	RENTALS TO GO LLC		450.00
	Invoice		Date	Description	Check Sort Code	Amount
	360299, 360301		09/10/2024	PORTABLE TOILETS FOR PARKS		250.00
	378836		09/24/2024	PORTABLE TOILETS FOR PARKS		200.00
Check	10/07/2024	205762	Accounts Payable	REXEL OF AMERICA, LCC		81.76
	Invoice		Date	Description	Check Sort Code	Amount
	140498221		09/05/2024	BLANKET PO FOR HARDWARE AND TOOLS		81.76
Check	10/07/2024	205763	Accounts Payable	SAFE		2,822.00
	Invoice		Date	Description	Check Sort Code	Amount
	10/15/24		09/24/2024	WORKERS COMP LIABILITY		2,822.00
Check	10/07/2024	205764	Accounts Payable	SAM'S CLUB DIRECT		501.50

	Invoice	Date	Description	Check Sort Code	Amount
	9/8/24	09/08/2024	BLANKET FOR FOOD, SNACKS, BEVERAGES		501.50
Check	10/07/2024	205765	Accounts Payable SHEESLEY SEWER SERVICE		3,549.60
	Invoice	Date	Description	Check Sort Code	Amount
	131761 & 132216	09/24/2024	ELDRIDGE PARK WORK		3,549.60
Check	10/07/2024	205766	Accounts Payable Silynx Communications		1,501.72
	Invoice	Date	Description	Check Sort Code	Amount
	2176055	09/24/2024	SWAT headset		1,501.72
Check	10/07/2024	205767	Accounts Payable SiteOne Landscape Supply Holding, LLC		3,512.96
	Invoice	Date	Description	Check Sort Code	Amount
	145736478-001	09/05/2024	QUICKSILVER		487.96
	146014401-001	09/13/2024	SUMMER GREEN GRASS SEED		3,025.00
Check	10/07/2024	205768	Accounts Payable STAND ENERGY CORPORATION		602.29
	Invoice	Date	Description	Check Sort Code	Amount
	2141861	09/24/2024	ACCT#2141861		602.29
Check	10/07/2024	205769	Accounts Payable STAPLES BUSINESS ADVANTAGE		1,290.11
	Invoice	Date	Description	Check Sort Code	Amount
	6012123112	09/17/2024	BLANKET FOR OFFICE SUPPLIES		185.85
	6012349565	09/24/2024	2024 BLANKET PO - RFB 2353		109.98
	540200	09/14/2024	Office supplies		28.99
	6012123113	09/24/2024	2024 BLANKET PO - RFB 2353		965.29
Check	10/07/2024	205770	Accounts Payable Stark Technologies		800.00
	Invoice	Date	Description	Check Sort Code	Amount
	WO1-0036904	09/24/2024	SN4949173		800.00
Check	10/07/2024	205771	Accounts Payable STEWART P. WILSON		7,558.26
	Invoice	Date	Description	Check Sort Code	Amount
	492700	09/18/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		2,248.61
	492294	09/17/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,040.85
	492296	09/03/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		655.72
	492295	09/09/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		866.54
	467806	09/03/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,437.54
	492697	09/18/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,309.00
Check	10/07/2024	205772	Accounts Payable TIME WARNER CABLE		133.25
	Invoice	Date	Description	Check Sort Code	Amount
	155917901091424	09/24/2024	ACCT#155917901		133.25
Check	10/07/2024	205773	Accounts Payable TIME WARNER CABLE		141.40
	Invoice	Date	Description	Check Sort Code	Amount
	70845091024	09/10/2024	INTERNET SERVICES AT MTGC CODE B		141.40
Check	10/07/2024	205774	Accounts Payable TOTAL RECALL MESSAGE CENTER INC.		289.99
	Invoice	Date	Description	Check Sort Code	Amount
	98788	09/13/2024	MESSAGE SERVICES		289.99
Check	10/07/2024	205775	Accounts Payable TWIN TIER PAINT WALLCOVERING		421.63
	Invoice	Date	Description	Check Sort Code	Amount
	10854	09/17/2024	MISC PAINT & SUPPLIES		111.93
	00070168	09/24/2024	PAINT SUPPLIES		309.70
Check	10/07/2024	205776	Accounts Payable VASCO BRANDS, INC.		57.42
	Invoice	Date	Description	Check Sort Code	Amount
	141888A	06/27/2024	SUPPLIES AND MATERIALS		57.42
Check	10/07/2024	205777	Accounts Payable VERIZON (FORMERLY BELL ATLANTIC)		117.98

	Invoice	Date	Description	Check Sort Code	Amount
	607-734-2329-AUG	09/24/2024	ACCT#652-110-359-0001-38		117.98
Check	10/07/2024	205778	Accounts Payable XEROX CORPORATION		843.83
	Invoice	Date	Description	Check Sort Code	Amount
	022052826	09/24/2024	CUST#722774775		13.22
	504561559	09/24/2024	CUST#952163384		96.78
	504560968	09/24/2024	CUST#950906487		21.73
	022052822	09/24/2024	CUST#726631807		7.28
	022052825	09/24/2024	CUST#721817914		21.53
	504564496	09/24/2024	CUST#957417074		96.78
	504561144	09/24/2024	CUST#951078419		96.78
	022052824	09/24/2024	CUST#719281396		7.95
	504564729	09/24/2024	CUST#957612286		94.66
	5045654495	09/24/2024	CUST#957416910		96.78
	504560564	09/24/2024	CUST#950177683		96.78
	504564790	09/24/2024	CUST#957723810		96.78
	504564791	09/24/2024	CUST#957723893		96.78
Check	10/07/2024	205779	Accounts Payable 2A PROPERTIES, LLC		276.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99,11-1-22	09/24/2024	SANITATION OPT OUT		276.00
Check	10/07/2024	205780	Accounts Payable ALETA YARROW		57.59
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99,15-3-35	09/24/2024	TAX OVERPAYMENT		57.59
Check	10/07/2024	205781	Accounts Payable ALTERNATIVES FEDERAL CREDIT UNION		887.14
	Invoice	Date	Description	Check Sort Code	Amount
	1105-1107 LAKE	09/24/2024	TAX OVERPAYMENT		887.14
Check	10/07/2024	205782	Accounts Payable DONNA BRAYTON & STEVE COOK		265.13
	Invoice	Date	Description	Check Sort Code	Amount
	310 LORENZO	09/24/2024	TAX OVERPAYMENT		265.13
Check	10/07/2024	205783	Accounts Payable JOHN P MUSTICO		1,227.86
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99,05-4-32	10/19/2023	TAX OVERPAYMENT		1,227.86
GENERAL FUND GENERAL FUND Totals:			Transactions: 76		\$213,667.13
Checks:	76		\$213,667.13		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 10/07/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	10/07/2024	1049413 Accounts Payable	CHAPEL LUMBER COMPANY		6,329.71
	Invoice	Date	Description	Check Sort Code	Amount
	2408-133744	09/25/2024	STATION #5		551.42
	138480, 139848,	09/25/2024	139244, 138572		1,085.29
	139243, 138551	09/25/2024	CHAPEL Station 5 2nd floor remodel		4,693.00
Check	10/07/2024	1049414 Accounts Payable	CURREN HARDWARE & FEED		25.97
	Invoice	Date	Description	Check Sort Code	Amount
	2490, 3677	09/25/2024	acct 16436		25.97
Check	10/07/2024	1049415 Accounts Payable	DALRYMPLE GRAVEL COMPANY		2,730.92
	Invoice	Date	Description	Check Sort Code	Amount
	23362	09/08/2024	Hot Mix Asphalt RFB #2620		2,730.92
Check	10/07/2024	1049416 Accounts Payable	FERRARIO FORD LINCOLN MERCURY		44,872.50
	Invoice	Date	Description	Check Sort Code	Amount
	0031172	09/25/2024	CUST 475944		44,872.50
Check	10/07/2024	1049417 Accounts Payable	FOOR & ASSOCIATES		2,625.00
	Invoice	Date	Description	Check Sort Code	Amount
	9/1/24-	09/01/2024	ARCHITECTURAL SERVICES FOR MTGC ROOF		2,625.00
Check	10/07/2024	1049418 Accounts Payable	I. D. BOOTH, INC.		1,775.67
	Invoice	Date	Description	Check Sort Code	Amount
	57857+	09/26/2024	ID BOOTH Station 5 1st Floor Remodel		1,775.67
Check	10/07/2024	1049419 Accounts Payable	LOWE'S COMPANIES, INC.		227.05
	Invoice	Date	Description	Check Sort Code	Amount
	85719	09/25/2024	CITY OF ELMIRA		227.05
Check	10/07/2024	1049420 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.		411.55
	Invoice	Date	Description	Check Sort Code	Amount
	IN2114992	09/25/2024	MES Gear Suspenders		411.55
Check	10/07/2024	1049421 Accounts Payable	Precision Trenchless, LLC		104,966.00
	Invoice	Date	Description	Check Sort Code	Amount
	761	02/29/2024	CCTV Inspection Various Locations		57,254.20
	768	03/29/2024	CCTV Inspection Various Locations		47,711.80
Check	10/07/2024	1049422 Accounts Payable	RUG FAIR COMMERCIAL & INDUSTRIAL CO. INC.		8,421.99
	Invoice	Date	Description	Check Sort Code	Amount
	CG401875	09/25/2024	RUG REPLACEMENT AT CITY HALL/POLICE DEPT		8,421.99
Check	10/07/2024	1049423 Accounts Payable	W. W. GRAINGER		13,667.40
	Invoice	Date	Description	Check Sort Code	Amount
	9242957687	09/10/2024	GRILLS & BENCHES FOR CITY PARKS		13,667.40
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 11		\$186,053.76
Checks:	11		\$186,053.76		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 10/07/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	10/07/2024	1049424	Accounts Payable	LUPINI CONSTRUCTION		8,753.08
	Invoice		Date	Description	Check Sort Code	Amount
	APP #12 PART 2.		09/27/2024	CLOCK TOWER		8,753.08
CAP CHECK CAPITAL CHECKING Totals:				Transactions: 1		\$8,753.08
Checks:		1		\$8,753.08		

HAND CHECKS DETAILS
CAPITAL HAND CHECKS DETAIL

\$15,747.43
\$0.00

ACH PAYMENTS**A Fund**

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 09/14/2024 - 09/27/2024

9/19/2024 GHI DENTAL	\$	2,531.15
9/25/2024 GHI DENTAL	\$	1,645.48
	\$	<u>4,176.63</u>

MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 09/14/2024 - 09/27/2024

9/26/2024 A.L. GEORGE	\$	497.99
9/26/2024 SARATOGA EAGLE	\$	560.70
	\$	<u>1,058.69</u>

TA Fund

NYS 529 COLLEGE SAVINGS PROGRAM FOR THE TWO WEEK PERIOD 09/14/2024 - 09/27/2024

9/26/2024 C. Osiecki	\$	320.00
	\$	<u>320.00</u>

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 09/16/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	09/16/2024	205705	Accounts Payable	BALKAN BEVERAGE LLC		43.20
	Invoice		Date	Description	Check Sort Code	Amount
		2893677	09/16/2024	ACCT MP479		43.20
Check	09/16/2024	205706	Accounts Payable	CHASE CARD SERVICES		3,653.75
	Invoice		Date	Description	Check Sort Code	Amount
		8/7-9/6/24	09/16/2024	ACCT 7290		3,653.75
Check	09/16/2024	205707	Accounts Payable	JAMES J TURCSI, JR.		6,495.16
	Invoice		Date	Description	Check Sort Code	Amount
		9/1-9/15/24	09/16/2024	Commission Check		6,495.16
GENERAL FUND GENERAL FUND Totals:				Transactions: 3		\$10,192.11
Checks:		3		\$10,192.11		

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2024-331

Sponsor: Nan Moss

ATTACHMENTS

[Adjournment October 7.docx](#)

October 7, 2024

RESOLUTION

NO. 2024 – ____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, October 21, 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	