APPROVAL OF MINUTES

2022-1 Tory Kitching	**Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, December 20, 2021.**

RESOLUTIONS

2022-2 Mayor Mandell	**Act on resolution scheduling a public hearing to receive comments from the public on the proposed 2022 Operating Budget and 2022 Capital Budget on Tuesday, January 18, 2022 in City Council Chambers, 317 E. Church Street, Elmira, NY at 5:30 p.m.; said hearing notice to be published once in the Elmira Star-Gazette at least five (5) days before said hearing.**
2022-3 Mayor Mandell	**Act on resolution reappointing Talima Aaron of 902 Maple Avenue, Elmira, NY as a Commissioner of the Cemetery Commission for a three-year term retroactive to January 1, 2022 and expiring December 31, 2024.**
2022-4 Tory Kitching	**Act on resolution establishing June 19th of each year as Juneteenth National Independence Day and declaring said day to be a paid holiday for all officers and employees of the City of Elmira.**
2022-5 Joseph Duffy	**Receive communication from the City Manager and act on resolution authorizing the City Chamberlain to transfer from the general fund balance to the Insurance Reserve Fund the sum of $276,068.13 thereby increasing the Fund to a total of $400,000.00.**

AGREEMENTS

2022-6 Brent Stermer	**Receive communication from the City Manager and act on resolution authorizing the continued retention of LaBella Associates, D.P.C. to provide professional services for the Downtown Revitalization Initiative Activate Buildings Program; said services not to exceed $20,716.00, which**

amount is in addition to the amount approved by City Council pursuant to Resolution No. 2018-167 and authorizing the Mayor to execute an extension agreement with LaBella; said agreement subject to Corporation Counsel approval.

2022-7 Joseph Duffy	**Act on resolution authorizing and directing the Mayor and City Chamberlain to enter into agreement(s) on behalf of City of Elmira from banks to act as official depositories for funds of the City for the year 2022; said agreement(s) subject to Corporation Counsel approval.**
2022-8 Nan Moss	**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the City and the Town of Erin, a copy of which is attached, whereby the City Animal Control Department shall provide enforcement of Article 7 of the Agriculture and Markets Law services and sheltering services for the calendar year 2022 commencing retroactively from January 1, 2022, and the Town will pay the City the annual sum of $4,300.00 in monthly installments of $385.33; said agreement subject to Corporation Counsel approval.**
2022-9 Brent Stermer	**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the City and the Town of Chemung, a copy of which is attached, whereby the City Animal Control Department shall provide enforcement of Articles 7 and 26 of the Agriculture and Markets Law services for the calendar year 2022 commencing retroactively from January 1, 2022 through December 31, 2022 with the Town agreeing to pay the City the annual sum of $10,300.00 in monthly installments of $858.33; said agreement subject to Corporation Counsel approval.**
2022-10 Joseph Duffy	**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the City and the Town of Southport , a copy of which is attached, whereby the City Animal Control Department shall provide enforcement of Articles 7 and 26 of the Agriculture and Markets Law services for the calendar year 2022**

commencing retroactively from January 1, 2022 through December 31, 2022 with the Town agreeing to pay the City the annual sum of $38,048.20 in monthly installments of $3,170.68; said agreement subject to Corporation Counsel approval.

2022-11 Nan Moss	**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the City and the Town of Elmira, a copy of which is attached, whereby the City Animal Control Department shall provide enforcement of Articles 7 and 26 of the Agriculture and Markets Law services for the calendar year 2022 commencing retroactively from January 1, 2022 through December 31, 2022 with the Town agreeing to pay the City the annual sum of $23,113.20 in monthly installments of $1,926.10; said agreement subject to Corporation Counsel approval.**
2022-12 Tory Kitching	**Act on resolution designating Economic Opportunity Program of Chemung County (EOP) as the City's Displacement and Homeless Prevention Program Administrator for an initial term of two (2) years commencing February 1, 2022 through February 29, 2024, whereby EOP will provide services set forth in the attached budget proposal for a one-time service fee of $329,120.00 to be paid from the $1 Million Dollars Community Block Grant Program and HOME Investment Partnership Grant and authorizing the Mayor to execute an agreement with EOP; said agreement subject to Corporation Counsel approval.**
	OVERTIME REPORTS
2022-13 Mayor Mandell	**Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Police Department for pay periods 21-26 of 2021, in the amount of $68,752.22.**
	AUDITS
2022-14 Brent Stermer	**Act on Lead Hazard Reduction Grant Program Audit.**
2022-15	**Act on Community Development Block Grant Program**

Joseph Duffy — **Audit.**

2022-16
Joseph Duffy — **American Rescue Plan - Business Program**

2022-17
Brent Stermer — **American Rescue Plan - Non Profit Program**

2022-18
Mayor Mandell — **American Rescue Plan - Property Rehab**

2022-19
Nan Moss — **Capital Tree Bid**

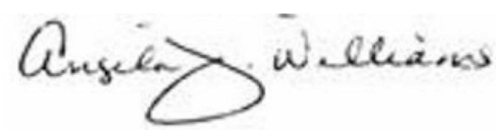
2022-20
Brent Stermer — **American Rescue Plan - Tree Bid**

2022-21
Tory Kitching — **Act on Audit**

ADJOURN

2022-22
Nan Moss — **Act on resolution to adjourn.**

Respectfully Submitted,



Angela J. Williams
City Clerk

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, December 20, 2021.
Resolution Number:	2022-1
Sponsor:	Tory Kitching

ATTACHMENTS

Beginning January 3.docx

January 3, 2022

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 3rd day of January, 2022.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2022- _____

By Councilmember: ___________________________

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held December 20, 2021, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Act on resolution scheduling a public hearing to receive comments from the public on the proposed 2022 Operating Budget and 2022 Capital Budget on Tuesday, January 18, 2022 in City Council Chambers, 317 E. Church Street, Elmira, NY at 5:30 p.m.; said hearing notice to be published once in the Elmira Star-Gazette at least five (5) days before said hearing.

Resolution Number: 2022-2

Sponsor: Mayor Mandell

ATTACHMENTS

resolution sch PH 2022 operating & capital budgets 1.3.2022.docx

January 3, 2022

RESOLUTION
NO.: 2022 - _______

By Councilmember ____________:

Act on resolution to schedule a public hearing to receive comments from the public on the proposed 2022 Operating Budget and 2022 Capital Budget on Tuesday, January 18, 2022 in the City Council Chambers, Second Floor, City Hall, 317 East Church Street, Elmira, NY at 5:30 p.m., and that notice of such hearing be published once in the Elmira *Star-Gazette* at least five (5) days before said hearing.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Act on resolution reappointing Talima Aaron of 902 Maple Avenue, Elmira, NY as a Commissioner of the Cemetery Commission for a three-year term retroactive to January 1, 2022 and expiring December 31, 2024.
Resolution Number:	2022-3
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution cemetery commission appointment talima aaron 3-yr term 1.3.2022.doc

January 3, 2022

FOR THE AGENDA
COMMUNICATION

To the Council as a Whole

Dear Councilmembers:

Pursuant to Section 213 of the Charter of the City of Elmira, I hereby reappoint Talima Aaron of 902 Maple Avenue, Elmira, NY 14904, as a Commissioner of the Cemetery Commission for a three (3)-year term retroactive to January 1, 2022 and expiring December 31, 2024.

Respectfully yours,

Daniel J. Mandell, Jr.
Mayor

RESOLUTION
NO. 2022 - ______

By Councilmember ____________________:

RESOLVED, that the communication from the Mayor announcing the reappointment of Talima Aaron of 902 Maple Avenue, Elmira, NY 14904 as a Commissioner of the Cemetery Commission, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby concur with the reappointment of Talima Aaron as a Commissioner of the Cemetery Commission for a three-year term retroactive to January 1, 2022 and expiring December 31, 2024.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Act on resolution establishing June 19th of each year as Juneteenth National Independence Day and declaring said day to be a paid holiday for all officers and employees of the City of Elmira.

Resolution Number: 2022-4

Sponsor: Tory Kitching

ATTACHMENTS

resolution establishing june 19th juneteenth national independence freedom day paid holiday 1.3.2022.doc

January 3, 2022

RESOLUTION
NO. 2022 - ______

By Councilmember ______________________:

WHEREAS, in June 2021, Congress established June 19th National Independence Day as a United States federal holiday; and

WHEREAS, its establishment was signed into law by President Joseph Biden on Thursday, June 17, 2021, establishing June 19th (Juneteenth) as a legal public holiday; and

WHEREAS, June 19th (Juneteenth) is a New York State holiday; and

WHEREAS, June 19th (Juneteenth) is also referred to as Freedom Day commemorating the abolition of slavery on June 19, 1865; and

WHEREAS, the City Council of the City of Elmira, New York desires to recognize June 19th (Juneteenth) as National Independence Day;

NOW, THEREFORE, be it

RESOLVED, that the City Council of the City of Elmira, New York does hereby establish June 19th of each year as Juneteenth National Independence Day and declares said day to be a paid holiday for all officers and employees of the City of Elmira.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Receive communication from the City Manager and act on resolution authorizing the City Chamberlain to transfer from the general fund balance to the Insurance Reserve Fund the sum of $276,068.13 thereby increasing the Fund to a total of $400,000.00.
Resolution Number:	2022-5
Sponsor:	Joseph Duffy

ATTACHMENTS

resolution increasing insurance reserve fund amount 1.3.2022.doc

January 3, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

For general liability exposure, the City is self-insured for the first $500,000.00 of a general liability claim brought against the City. Given this self-insured exposure, the City maintains an Insurance Reserve Fund (Fund). The present amount in the Insurance Reserve Fund is $123,931.87. The City Chamberlain is recommending that the Fund be increased to $400,000.00.

The following resolution authorizes the City Chamberlain to transfer from the general fund to the Insurance Reserve Fund $276,068.13 bringing the total reserve to $400,000.00.

Respectfully yours,

P. Michael Collins
City Manager

January 3, 2022

RESOLUTION
NO. 2022 – ______

By Councilmember ________________________:

RESOLVED, that the communication from the City Manager to increase the self-insured City's Insurance Reserve Fund, be received and placed on file; and be it further

RESOLVED, that the City Chamberlain be and is hereby authorized to transfer from the general fund balance to the Insurance Reserve Fund the sum of $276,068.13 thereby increasing the Fund to a total of $400,000.00.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the continued retention of LaBella Associates, D.P.C. to provide professional services for the Downtown Revitalization Initiative Activate Buildings Program; said services not to exceed $20,716.00, which amount is in addition to the amount approved by City Council pursuant to Resolution No. 2018-167 and authorizing the Mayor to execute an extension agreement with LaBella; said agreement subject to Corporation Counsel approval.

Resolution Number: 2022-6

Sponsor: Brent Stermer

ATTACHMENTS

resolution extension of labella associates DRI activate buildings program agmt 1.3.2022.doc

January 3, 2022

FOR THE AGENDA
COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

By Resolution No. 2018-167, the City Council approved an agreement with LaBella Associates, D.P.C. (LaBella) to provide professional services pertaining to grant administration and applicant services for the Downtown Revitalization Initiative (DRI) Activate Buildings Program (Program). The resolution specifically provided that the amount to be paid to LaBella would not exceed $59,500.00.

The Director of Community Development Emma Miran has informed me that the Program will continue to September 2022. Ms. Miran has further advised me that there remains available $20,716.00 in administrative services.

The recommendation is that the City retain LaBella Associates, D.P.C. for additional Program services not to exceed $20,716.00.

The following resolution authorizes the continued retention of LaBella to provide Program services in accordance with the New York State Housing Trust Fund Corporation contract.

Respectfully submitted,

P. Michael Collins
City Manager

January 3, 2022

RESOLUTION
NO. 2022 - ____

By Councilmember_________________________:

RESOLVED, that the communication from the City Manager regarding the continued retention of LaBella Associates, D.P.C. to provide professional services pertaining to grant administration and applicant services for the Downtown Revitalization Initiative (DRI) Activate Buildings Program, 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 continued retention of LaBella Associates, D.P.C to provide professional services for the Downtown Revitalization Initiative (DRI) Activate Buildings Program; said additional services not to exceed the amount of $20,716.00, which amount is in addition to the amount approved by the City Council pursuant to Resolution No. 2018-167; and be it further

***RESOLVED*,** that the Mayor be and is hereby authorized to execute an extension agreement with LaBella Associates, D.P.C. of Rochester, New York; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Act on resolution authorizing and directing the Mayor and City Chamberlain to enter into agreement(s) on behalf of City of Elmira from banks to act as official depositories for funds of the City for the year 2022; said agreement(s) subject to Corporation Counsel approval.
Resolution Number:	2022-7
Sponsor:	Joseph Duffy

ATTACHMENTS

resolution official depositories 2022 1.3.2022.doc

January 3, 2022

RESOLUTION
NO. 2022 - ______

By Councilmember ______________________:

WHEREAS, the sealed proposals from banks to act as depositories for funds of the City of Elmira for the year 2022 have been opened by the City Manager at this regular meeting of the Council held on January 3, 2022;

NOW, THEREFORE, be it

RESOLVED, that the Mayor and the City Chamberlain be and are hereby authorized and directed to enter into agreement(s) on behalf of the City of Elmira with:

____
____
____

for deposit of securities by said bank/banks while acting as the official depository/depositories of the City of Elmira, said agreement(s) to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the City and the Town of Erin, a copy of which is attached, whereby the City Animal Control Department shall provide enforcement of Article 7 of the Agriculture and Markets Law services and sheltering services for the calendar year 2022 commencing retroactively from January 1, 2022, and the Town will pay the City the annual sum of $4,300.00 in monthly installments of $385.33; said agreement subject to Corporation Counsel approval.

Resolution Number: 2022-8

Sponsor: Nan Moss

ATTACHMENTS

resolution town of erin article 7 services 2022 agmt 1.3.2022.doc
2022 Erin Article 7 Agreement.doc

January 3, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City provides animal control services to the Town of Erin ("Town"). The Town is requesting enforcement of Article 7 of the Agriculture and Markets Law of the State of New York providing sheltering services for Town dogs. The Article 7 Agreement expired December 31, 2021. The Town wishes to renew Article 7 services for the calendar year 2022, retroactively from January 1, 2022 through December 31, 2022. The Town will pay the City $4,300.00 for the calendar year 2022, payable in monthly installments of $358.33.

The following resolution authorizes the City to enter into the Intermunicipal Agreement with the Town of Erin to provide Article 7 services.

Respectfully yours,

P. Michael Collins
City Manager

January 3, 2022

RESOLUTION
NO. 2022 – ______

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement with the Town of Erin ("Town") whereby the City of Elmira shall provide enforcement of Article 7 of the Agriculture and Markets Law of the State of New York in the Town and provide sheltering for Town dogs, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve an Intermunicipal Agreement between the Town of Erin and the City of Elmira whereby the City, through its Animal Control Department, shall provide enforcement of Article 7 of the Agriculture and Markets Law services and sheltering services for the calendar year 2022, commencing retroactively from January 1, 2022, and in consideration thereof, the Town will pay the City the annual sum of $4,300.00 in monthly installments of $358.33; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Intermunicipal Agreement between the Town and the City, which Agreement is attached hereto; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

INTERMUNICIPAL AGREEMENT
FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into by and between

TOWN OF ERIN, a New York municipal corporation, with offices located at 1138 Breesport Road, Erin, NY 14838 (hereinafter referred to as "Town")

and

CITY OF ELMIRA, a New York municipal corporation, with offices located at 317 East Church Street, Elmira, New York, 14901 (hereinafter referred to as "City");

WHEREAS, Article 7 of the Agriculture and Markets Law of the State of New York requires the Town to provide for the licensing and identification of dogs, and the control and protection of the dog population; and

WHEREAS, the City currently employs animal control officers to perform such services for the City; and

WHEREAS, the Town and City desire to establish an agreement in which the Town utilizes the services of the City to perform certain animal control services; and

WHEREAS, this Agreement is in the best interest of the Town and the City because it promotes shared services in an effort to reduce costs to both municipalities; and

WHEREAS, Section 119-o of the General Municipal Law authorizes municipalities to engage in cooperative activities;

NOW THEREFORE, the parties hereby mutually agree as follows:

PART I – Article 7 of the Agriculture and Markets Law

1. ***City to Provide Animal Control Services***. The City shall provide animal control services for the Town. Services shall include: responding to dog-related calls, investigating complaints and violations, impounding dogs, issuing legal process, generating reports and all other enforcement activities required by Article 7 of the Agriculture and Markets Law and Town ordinances. The City will not provide enumeration or any type of enumeration service to the Town under this contract. The City will provide services to the Town on a complaint generated basis. The services are aimed at improving the quality of life in the community by consistent fair enforcement, supporting other law enforcement, identifying specific community needs, developing tailored and targeted educational programs and providing a professional and highly visible presence.

2. ***Compliance With Laws; Inspections of Records***. The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Article 7 of the Agriculture and Markets Law. The Town Supervisor, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities and to examine the records kept of dog-related calls within the Town's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. ***Nature of Relationship***. The City is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance. The Town will notify licensed dog owners of their responsibility to renew the dog license annually.

4. ***Training.*** The City shall be responsible for training of its personnel with regard to investigation practices and procedures, proper handling of dogs and proper procedure under the Criminal Procedure Law, the Civil Practice Laws and Rules and Agriculture and Markets Law.

5. ***Issuing Tickets***. City animal control personnel shall investigate matters pursuant to established policies and procedures and issue the appropriate legal process necessary to enforce Articles 7 of the Agriculture and Markets Law and Town ordinances.

6. ***Reports***. City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any dog. Such records shall include, but not be limited to, the description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owners name and address, if known. The City shall file and maintain such records for not less than three (3) years following the creation of such record and shall make such reports available to the Town Supervisor, or his designee, and the Commissioner of Agriculture of the State of New York.

7. ***Court Appearances***. The City agrees to make its animal control officers available for all necessary court appearances to assist in the prosecution of cases in the Town. The animal control officers shall coordinate court appearances with the prosecuting attorney as necessary.

8. ***Personnel***. The City shall be responsible for providing sufficient trained personnel to respond to all animal control matters in the Town twenty-four (24) hours a day and seven (7) days a week.

9. ***Payment/Term***. The Town shall pay to the City the sum of Four Thousand and Three Hundred Dollars ($4,300.00) annually, payable in monthly installments of Three Hundred Fifty-Eight and 33/100 Dollars ($358.33), for the period of January 1, 2022 through December 31, 2022. Any services that are related to farm or domestic animals as defined by the New York Agriculture and Markets Law which require additional funding for their care will be the sole responsibility of the Town. The parties will review the program prior to its expiration to determine the effectiveness of the program and the costs associated therewith.

PART II – Shelter Services

1. Nature of Services to be Rendered.

A. The City agrees to provide care, housing, euthanization and humane disposal services as may be required and/or requested for any member of the species canis familiaris ("dogs") brought to or referred to the City by an Animal Control Officer or Dog Control Officer for the Town at the agreed upon fee as set forth below. The City reserves the right to review the recommendation of the Town for euthanization and to hold the dog for adopting, if deemed appropriate. The City Animal Shelter is located at 842 Linden Place Extension, Elmira, New York.

B. After the passage of any holding period as may be required by statute, rule, regulation or local law, resolution, or ordinance, the Town will surrender any rights to the dog, and the City will take the sole possession of the dog. The current required holding period for dogs impounded is five (5) days for unidentified dogs and seven (7) days for identified dogs whose owner(s) has been notified personally, and nine (9) days for identified dogs whose owner(s) has been notified by mail.

2. Terms of Agreement.

The term of Part II of this Agreement begins January 1, 2022 and expires on December 31, 2022.

3. Remuneration.

A. The fee for care and housing of any dogs brought to the City from the Town is Seventy-Five and 00/100 ($75.00) Dollars per dog during the initial five (5) day holding period, and an additional Fifteen and 00/100 ($15.00) Dollars per day for the seven (7) and nine (9) day holding periods.

B. If, in the City's discretion, and within the five (5), seven (7), or nine (9) day holding period, any dog brought to the Elmira Animal Shelter requires emergency veterinary care, the City will arrange for such care and the fees will be the responsibility of the Town.

C. Impound, redemption and/or adoption fees will be set by the City and will be collected and retained by the City.

D. The City will invoice the Town at the end of each month, outlining the service(s) rendered, the name and/or license number of the animal receiving said services, or if a name and/or license number is not known, a description of said animal and the date or dates on which the service(s) were rendered. The Town shall pay to the City within thirty (30) days of the Town's receipt of an invoice.

PART III – Common Terms

1. ***Indemnification***. To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including the cost of defending the same, costs and attorney's fees, caused by the negligence or intentional misconduct of those performing services pursuant to this agreement, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

2. ***Termination***. Either party may terminate this contract with or without cause by providing sixty (60) days written notice to the other party.

3. ***Notices***. Written notice shall be sent by first class mail, return receipt requested to:

City Manager City of Elmira 317 East Church Street Elmira, NY 14901	Town Supervisor Town of Erin 1138 Breesport Road Erin, NY 14838

4. ***Amendments***. This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the Town.

5. ***__Survival of Provisions__***. Any term of this Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled, with the exception of retaining any records in which case the records shall be provided to the Town for retention.

6. ***__Transfer of Powers__***. By this Agreement, the Town designates and empowers the City's animal control officers to perform all necessary obligations of animal control officers pursuant to this Agreement, Article 7 of the Agriculture and Markets Law within the jurisdiction of the Town of Erin.

7. ***__Entire Agreement__***. This writing constitutes the entire Agreement between the parties and supersedes all prior understandings, oral or written, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein.

CITY OF ELMIRA

Dated: _____/_____/20____ ***By:*** ___________________________________
Daniel J. Mandell, Jr.
Mayor
Resolution No. 2022 - _____

TOWN OF ERIN

Dated: _____/_____/20____ ***By:*** _______________________________
Dawn H. Schmidt
Town Supervisor
Resolution No. 20___-____

Agenda Summary:	Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the City and the Town of Chemung, a copy of which is attached, whereby the City Animal Control Department shall provide enforcement of Articles 7 and 26 of the Agriculture and Markets Law services for the calendar year 2022 commencing retroactively from January 1, 2022 through December 31, 2022 with the Town agreeing to pay the City the annual sum of $10,300.00 in monthly installments of $858.33; said agreement subject to Corporation Counsel approval.
Resolution Number:	2022-9
Sponsor:	Brent Stermer

ATTACHMENTS

resolution chemung town animal control services 2022 agmt 1.3.2022.doc
2022 Chemung animal control agmt.doc

January 3, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Chemung ("Town") wishes to enter into an Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's animal control department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Chemung. The Town has agreed to pay the City the annual amount of $10,300.00 in monthly payments of $858.33 for these services retroactively from January 1, 2022 through December 31, 2022.

The following resolution authorizes the Mayor to execute an Intermunicipal Agreement with the Town of Chemung for animal control services.

Respectfully yours,

P. Michael Collins
City Manager

January 3, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement with the Town of Chemung ("Town") whereby the City of Elmira will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Chemung and the City of Elmira pursuant to General Municipal Law Section 119-o, which Agreement is attached hereto, whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Chemung; said services shall be at a cost of $10,300.00 annually for the calendar year 2022, commencing retroactively from January 1, 2022, to be paid by the Town of Chemung in monthly installments of $858.33; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

INTERMUNICIPAL AGREEMENT
FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into by and between

TOWN OF CHEMUNG, NEW YORK, a New York municipal corporation, with offices located at 48 Rotary Road Extension, Chemung, NY 14825 (hereinafter referred to as "Town")

and

CITY OF ELMIRA, NEW YORK, a New York municipal corporation, with offices located at 317 East Church Street, Elmira, New York, 14901 (hereinafter referred to as "City");

WHEREAS, Articles 7 and 26 of the Agriculture and Markets Law of the State of New York require the Town to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack and damage; and

WHEREAS, the City currently employs animal control officers to perform such services for the City; and

WHEREAS, the Town and City desire to establish an agreement in which the Town utilizes the services of the City to perform certain animal control services; and

WHEREAS, this Agreement is in the best interest of the Town and the City because it promotes shared services in an effort to reduce costs to both municipalities; and

WHEREAS, Section 119-o of the General Municipal Law authorizes municipalities to engage in cooperative activities;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. ***<u>City to Provide Animal Control Services</u>***.

A. The City shall provide animal control services for the Town. Services shall include: responding to dog-related calls, investigating complaints and violations, impounding dogs, issuing legal process, generating reports and all other enforcement activities required by Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. The City will not provide enumeration or any type of enumeration service to the Town under this contract. The City will provide services to the Town on a complaint generated basis. The services are aimed at improving the quality of life in the community by consistent fair enforcement, supporting other law enforcement, identifying specific community needs, developing tailored and targeted educational programs and providing a professional and highly visible presence.

B. The City will also provide care, housing, euthanization and humane disposal services as may be required and/or requested for any dogs brought to or referred to the City from the Town. After the passage of any holding period as may be required by statute, rule, regulation or local law, resolution, or ordinance, the Town will surrender any rights to the dog and the City will take the sole possession of the dog. The current required holding period for dogs impounded is five (5) days for unidentified dogs and seven (7) days for identified dogs whose owner(s) has been notified personally, and nine (9) days for identified dogs whose owner(s) has been notified by mail. Impound, redemption and/or adoption fees will be set by the City and will be collected and retained by the City. The City Animal Shelter is located at 842 Linden Place Extension, Elmira, New York.

2. ***Compliance With Laws; Inspections of Records***. The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Articles 7 and 26 of the Agriculture and Markets Law. The Town Supervisor, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of dog-related calls within the Town's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. ***Nature of Relationship***. The City is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance. The

Town will notify licensed dog owners of their responsibility to renew the dog license annually.

4. ***Training.*** The City shall be responsible for training of its personnel with regard to investigation practices and procedures, proper handling of dogs and proper procedure under the Criminal Procedure Law, the Civil Practice Laws and Rules and Agriculture and Markets Law.

5. ***Issuing Tickets***. City animal control personnel shall investigate matters pursuant to established policies and procedures and issue the appropriate legal process necessary to enforce Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. Upon the request of the Town Clerk, the animal control officers shall serve appearance tickets on dog owners who have failed to renew their dog license.

6. ***Reports***. City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any dog. Such records shall include, but not be limited to, the description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owners name and address, if known. The City shall file and maintain such records for not less than three (3) years following the creation of such record and shall make such reports available to the Town Supervisor, or his designee, and the Commissioner of Agriculture of the State of New York.

7. ***Court Appearances***. The City agrees to make its animal control officers available for all necessary court appearances to assist in the prosecution of cases in the Town. The animal control officers shall coordinate court appearances with the prosecuting attorney as necessary.

8. ***Personnel***. The City shall be responsible for providing sufficient trained personnel to respond to all animal control matters in the Town twenty-four (24) hours a day and seven (7) days a week.

9. ***Payment/Term***. The Town shall pay the sum of Ten Thousand and Three Hundred and No/100 Dollars ($10,300.00) annually, payable in monthly installments of Eight Hundred Fifty-eight and 33/100 Dollars ($858.33), for the period of January 1, 2022 through December 31, 2022. Any services that are related to farm or domestic animals as defined by the New York Agriculture and Markets Law which require additional funding for their care will be the sole responsibility of the Town. The parties will review the program prior to its expiration to determine the effectiveness of the program and the costs associated therewith.

10. ***Indemnification***. To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including the cost of defending the same, costs and attorney's fees, caused by the negligence or intentional misconduct of those performing services pursuant to this agreement, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

11. ***Termination***. Either party may terminate this contract with or without cause by providing sixty (60) days written notice to the other party.

12. ***Notices***. Written notice shall be sent by first class mail, return receipt requested to:

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

Town Supervisor
Town of Chemung
48 Rotary Road Extension
Chemung, NY 14825

13. ***Amendments***. This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the Town.

14. ***Survival of Provisions***. Any term of this Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled, with the exception of retaining any records in which case the records shall be provided to the Town for retention.

15. ***Transfer of Powers***. By this Agreement, the Town designates and empowers the City's animal control officers to perform all necessary obligations of animal control officers pursuant to this Agreement, Article 7 and Article 26 of the Agriculture and Markets Law within the jurisdiction of the Town of Chemung.

16. ***Entire Agreement****.* This writing constitutes the entire Agreement between the parties and supersedes all prior understandings, oral or written, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein.

CITY OF ELMIRA, NY

Dated: _____/_____/20____ By: ___________________________________
Daniel J. Mandell, Jr.
Mayor
Resolution No. 2022 - ______

TOWN OF CHEMUNG, NY

Dated: _____/_____/20____ By: ___________________________________
George Richter
Town Supervisor
Resolution No. 2022-_____

Agenda Summary:	Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the City and the Town of Southport , a copy of which is attached, whereby the City Animal Control Department shall provide enforcement of Articles 7 and 26 of the Agriculture and Markets Law services for the calendar year 2022 commencing retroactively from January 1, 2022 through December 31, 2022 with the Town agreeing to pay the City the annual sum of $38,048.20 in monthly installments of $3,170.68; said agreement subject to Corporation Counsel approval.
Resolution Number:	2022-10
Sponsor:	Joseph Duffy

ATTACHMENTS

resolution southport town animal control services 2022 agmt 1.3.2022.doc
2022 Southport animal control agmt.doc

January 3, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Southport ("Town") wishes to enter into an Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's animal control department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Southport. The Town has agreed to pay the City the annual amount of $38,048.20 in monthly installments of $3,170.68 for these services retroactively from January 1, 2022 through December 31, 2022.

The following resolution authorizes the Mayor to execute an Intermunicipal Agreement with the Town of Southport for animal control services.

Respectfully yours,

P. Michael Collins
City Manager

January 3, 2022

RESOLUTION
NO. 2022 – _____

By Councilmember ________________________:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement with the Town of Southport ("Town") whereby the City of Elmira will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Southport and the City of Elmira pursuant to General Municipal Law Section 119-o, which Agreement is attached hereto, whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Southport; said services shall be at a cost of $38,048.20 for the calendar year 2022, commencing retroactively from January 1, 2022, to be paid by the Town of Southport in monthly installments of $3,170.68; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

INTERMUNICIPAL AGREEMENT
FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into by and between the ***TOWN OF SOUTHPORT, NEW YORK,*** a New York Municipal Corporation, with offices located at 1139 Pennsylvania Avenue, Elmira, New York 14904 (hereinafter referred to as "Town") and the ***CITY OF ELMIRA, NEW YORK,*** a New York Municipal Corporation, with offices located at 317 East Church Street, Elmira, New York, 14901 (hereinafter referred to as "City") effective on the last date signed by a party hereto.

WHEREAS, Articles 7 and 26 of the Agriculture and Markets Law of the State of New York requires the Town to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack and damage; and

WHEREAS, the City currently employs animal control officers to perform such services for the City; and

WHEREAS, the Town and City desire to establish an agreement in which the Town utilizes the services of the City to perform certain animal control services; and

WHEREAS, this Agreement is in the best interest of the Town and the City because it promotes shared services in an effort to reduce costs to both municipalities; and

WHEREAS, Section 119-o of the General Municipal Law authorizes municipalities to engage in cooperative activities;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. <u>City to Provide Animal Control Services</u>.

A. The City shall provide animal control services for the Town. Services shall include: responding to dog-related calls, investigating complaints and violations, impounding dogs, issuing legal process, generating reports and all other enforcement activities required by Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. The City will not provide enumeration or any type of enumeration service to the Town under this contract. The City will also patrol the more populated areas of the Town within the area to the north adjacent to City of Elmira to the eastern area adjacent to the Town of Ashland including the area along the Clemens Center Parkway to the Bulkhead area to the south not beyond Chapel Park and to the western area not beyond Mount Zoar Street. The City will provide services to the less populated areas of the Town on a complaint-generated basis. The City will dedicate between 50 and 60 hours per month to providing these services. The services are aimed at improving the quality of life in the community by consistent fair enforcement, supporting other law enforcement, identifying specific community needs, developing tailored and targeted educational programs and providing a professional and highly visible presence.

B. The City will also provide care, housing, euthanization and humane disposal services as may be required and/or requested for any dogs brought to or referred to the City from the Town. After the passage of any holding period as may be required by statute, rule, regulation or local law, resolution, or ordinance, the Town will surrender any rights to the dog and the City will take the sole possession of the dog. The current required holding period for dogs impounded is five (5) days for unidentified dogs and seven (7) days for identified dogs whose owner(s) has been notified personally, and nine (9) days for identified dogs whose owner(s) has been notified by mail. Impound, redemption and/or adoption fees will be set by the City and will be collected and retained by the City. The City Animal Shelter is located at 842 Linden Place Extension, Elmira, New York.

2. ***Compliance With Laws; Inspections of Records***. The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Articles 7 and 26 of the Agriculture and Markets Law. The Town Supervisor, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of dog-related calls within the Town’s jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. ***Nature of Relationship***. The City is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance. The Town will notify licensed dog owners of their responsibility to renew the dog license annually.

4. ***Training***. The City shall be responsible for training of its personnel with regard to investigation practices and procedures, proper handling of dogs and proper procedure under the Criminal Procedure Law, the Civil Practice Laws and Rules and Agriculture and Markets Law.

5. ***Issuing Tickets***. City animal control personnel shall investigate matters pursuant to established policies and procedures and issue the appropriate legal process necessary to enforce Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. Upon the request of the Town Clerk, the animal control officers shall serve appearance tickets on dog owners who have failed to renew their dog license.

6. ***Reports***. City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any dog. Such records shall include, but not be limited to, the description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owners name and address, if known. The City shall file and maintain such records for not less than three (3) years following the creation of such record and shall make such reports available to the Town Supervisor, or his designee, and the Commissioner of Agriculture of the State of New York.

7. ***Court Appearances***. The City agrees to make its animal control officers available for all necessary court appearances to assist in the prosecution of cases in the Town. The animal control officers shall coordinate court appearances with the prosecuting attorney as necessary.

8. ***Personnel***. The City shall be responsible for providing sufficient trained personnel to respond to all animal control matters in the Town twenty-four (24) hours a day and seven (7) days a week.

9. ***Payment/Term***. The Town shall pay the sum of $38,048.20 annually, payable in monthly installments of $3,170.68 for the period of January 1, 2022 through December 31, 2022. Any services that are related to farm animals which require additional funding for their care will be the sole responsibility of the Town. The parties will review the program prior to its expiration to determine the effectiveness of the program and the costs associated therewith.

10. ***Indemnification***. To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workers Compensation claims, and including the cost of defending the same including costs and attorney's fees, of or by anyone whomsoever caused by the negligence or intentional misconduct of those performing services pursuant to this Agreement and the acts or omissions of employees or agents, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

11. ***Termination***. Either party may terminate this contract with or without cause by providing sixty (60) days written notice to the other party.

12. ***Notices***. Written notice shall be sent by first class mail, return receipt requested to:

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

Town Supervisor
Town of Southport
1139 Pennsylvania Avenue
Elmira, NY 14904

13. ***Amendments***. This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the Town

14. ***Survival of Provisions***. Any term of this Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled, with the exception of retaining any records in which case the records shall be provided to the Town for retention.

15. ***<u>Transfer of Powers</u>***. By this Agreement, the Town designates and empowers the animal control officers of the City of Elmira to perform all necessary obligations of the animal control officers pursuant to this Agreement or Article 7 or Article 26 of the Agriculture and Markets Law within the jurisdiction of the Town of Elmira.

16. ***<u>Entire Agreement</u>***. This writing constitutes the entire Agreement between the parties and supersedes all prior understandings, oral or written, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein:

CITY OF ELMIRA, NY	***TOWN OF SOUTHPORT, NY***
By: ___________________________	***By:*** ___________________________
Daniel J. Mandell, Jr.	***Kathleen Szerszen***
Mayor	***Town Supervisor***
Resolution No. 2022-___	***Resolution No.: _____-2022***
Date: _____/_____/20____	***Date: _____/_____/20____***

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the City and the Town of Elmira, a copy of which is attached, whereby the City Animal Control Department shall provide enforcement of Articles 7 and 26 of the Agriculture and Markets Law services for the calendar year 2022 commencing retroactively from January 1, 2022 through December 31, 2022 with the Town agreeing to pay the City the annual sum of $23,113.20 in monthly installments of $1,926.10; said agreement subject to Corporation Counsel approval.

Resolution Number: 2022-11

Sponsor: Nan Moss

ATTACHMENTS

resolution elmira town animal control services 2022 agmt 1.3.2022.doc
2022 Elmira Town Animal Control agmt.doc

January 3, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Elmira ("Town") wishes to enter into an Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's animal control department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Elmira. The Town has agreed to pay the City the annual amount of $23,113.20 in monthly payments of $1,926.10 for these services retroactively from January 1, 2022 through December 31, 2022.

The following resolution authorizes the Mayor to execute an Intermunicipal Agreement with the Town of Elmira for animal control services.

Respectfully yours,

P. Michael Collins
City Manager

January 3, 2022

RESOLUTION
NO. 2022 – _____

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement with the Town of Elmira ("Town") whereby the City of Elmira will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Elmira and the City of Elmira pursuant to General Municipal Law Section 119-o, which Agreement is attached hereto, whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Elmira; said services shall be at a cost of $23,113.20 annually for the calendar year 2022, commencing retroactively from January 1, 2022, to be paid in monthly installments of $1,926.10 by the Town of Elmira; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

INTERMUNICIPAL AGREEMENT
FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into by and between the ***TOWN OF ELMIRA, NEW YORK,*** a New York Municipal Corporation, with offices located at 1255 West Water Street, Elmira, New York 14905 (hereinafter referred to as “Town”) and the ***CITY OF ELMIRA, NEW YORK,*** a New York Municipal Corporation, with offices located at 317 East Church Street, Elmira, New York, 14901 (hereinafter referred to as “City”) effective on the last date signed by a party hereto.

WHEREAS, Articles 7 and 26 of the Agriculture and Markets Law of the State of New York requires the Town to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack and damage; and

WHEREAS, the City currently employs animal control officers to perform such services for the City; and

WHEREAS, the Town and City desire to establish an agreement in which the Town utilizes the services of the City to perform certain animal control services; and

WHEREAS, this Agreement is in the best interest of the Town and the City because it promotes shared services in an effort to reduce costs to both municipalities; and

WHEREAS, Section 119-o of the General Municipal Law authorizes municipalities to engage in cooperative activities;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. ***<u>City to Provide Animal Control Services</u>***.

A. The City shall provide animal control services for the Town. Services shall include: responding to dog-related calls, investigating complaints and violations, impounding dogs, issuing legal process, generating reports and all other enforcement activities required by Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. The City will not offer enumeration or any type of enumeration service to the Town under this contract. The City will also patrol the western portion of the Town known as West Elmira. The City will provide services to the eastern portion of the Town on a complaint generated basis. The City will dedicate between 20 and 30 hours per month to providing these services. The services are aimed at improving the quality of life in the community by consistent fair enforcement, supporting other law enforcement, identifying specific community needs, developing tailored and targeted educational programs and providing a professional and highly visible presence.

B. The City will also provide care, housing, euthanization and humane disposal services as may be required and/or requested for any dogs brought to or referred to the City from the Town. After the passage of any holding period as may be required by statute, rule, regulation or local law, resolution, or ordinance, the Town will surrender any rights to the dog and the City will take the sole possession of the dog. The current required holding period for dogs impounded is five (5) days for unidentified dogs and seven (7) days for identified dogs whose owner(s) has been notified personally, and nine (9) days for identified dogs whose owner(s) has been notified by mail. Impound, redemption and/or adoption fees will be set by the City and will be collected and retained by the City. The City Animal Shelter is located at 842 Linden Place Extension, Elmira, New York.

2. ***Compliance With Laws; Inspections of Records***. The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Articles 7 and 26 of the Agriculture and Markets Law. The Town Supervisor, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of dog-related calls within the Town's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. ***Nature of Relationship***. The City is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance. The

Town will notify licensed dog owners of their responsibility to renew the dog license annually.

4. ***Training***. The City shall be responsible for training of its personnel with regard to investigation practices and procedures, proper handling of dogs and proper procedure under the Criminal Procedure Law, the Civil Practice Laws and Rules and Agriculture and Markets Law.

5. ***Issuing Tickets***. City animal control personnel shall investigate matters pursuant to established policies and procedures and issue the appropriate legal process necessary to enforce Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. Upon the request of the Town Clerk, the animal control officers shall serve appearance tickets on dog owners who have failed to renew their dog license.

6. ***Reports***. City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any dog. Such records shall include, but not be limited to, the description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owners name and address, if known. The City shall file and maintain such records for not less than three (3) years following the creation of such record and shall make such reports available to the Town Supervisor, or his designee, and the Commissioner of Agriculture of the State of New York.

7. ***Court Appearances***. The City agrees to make its animal control officers available for all necessary court appearances to assist in the prosecution of cases in the Town. The animal control officers shall coordinate court appearances with the prosecuting attorney as necessary.

8. ***Personnel***. The City shall be responsible for providing sufficient trained personnel to respond to all animal control matters in the Town twenty-four (24) hours a day and seven (7) days a week.

9. ***Payment/Term***. The Town shall pay the sum of $23,113.20 annually, payable in monthly installments of $1,926.10 for the period of January 1, 2022 through December 31, 2022. Any services that are related to farm animals which require additional funding for their care will be the sole responsibility of the Town. The parties will review the program prior to its expiration to determine the effectiveness of the program and the costs associated therewith.

10. ***Indemnification***. To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workers Compensation claims, and including the cost of defending the same including costs and attorney's fees, of or by anyone whomsoever caused by the negligence or intentional misconduct of those performing services pursuant to this agreement and the acts or omissions of employees or agents, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

11. ***Termination***. Either party may terminate this contract with or without cause by providing sixty (60) days written notice to the other party.

12. ***Notices***. Written notice shall be sent by first class mail, return receipt requested to:

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

Town Supervisor
Town of Elmira
1255 West Water Street
Elmira, NY 14905

13. ***Amendments***. This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the Town

14. ***Survival of Provisions***. Any term of this Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled, with the exception of retaining any records in which case the records shall be provided to the Town for retention.

15. ***Transfer of Powers***. By this Agreement, the Town designates and empowers the animal control officers of the City of Elmira to perform all necessary obligations of the animal control officers pursuant to this Agreement or Articles 7 or Article 26 of the Agriculture and Markets Law within the jurisdiction of the Town of Elmira.

16. ***Entire Agreement***. This writing constitutes the entire Agreement between the parties and supersedes all prior understandings, oral or written, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein:

CITY OF ELMIRA, NY	***TOWN OF ELMIRA, NY***
By: ________________________	***By:*** ___________________________
Daniel J. Mandell, Jr.	***David Sullivan***
Mayor	***Town Supervisor***
Resolution No. 2022-_____	***Resolution No. ____-2022***
Date: _____/_____/20_____	***Date: _____/_____/20_____***

Agenda Summary:	Act on resolution designating Economic Opportunity Program of Chemung County (EOP) as the City's Displacement and Homeless Prevention Program Administrator for an initial term of two (2) years commencing February 1, 2022 through February 29, 2024, whereby EOP will provide services set forth in the attached budget proposal for a one-time service fee of $329,120.00 to be paid from the $1 Million Dollars Community Block Grant Program and HOME Investment Partnership Grant and authorizing the Mayor to execute an agreement with EOP; said agreement subject to Corporation Counsel approval.
Resolution Number:	2022-12
Sponsor:	Tory Kitching

ATTACHMENTS

resolution displacement and homeless prevention administrator economic opportunity program EOP 1.3.2022.docx
EOPA Anti-Displacement Budget 2.1.2022 - 2.29.2024.pdf

January 3, 2022

RESOLUTION
NO. 2022 - ______

By Councilmember ______________________:

WHEREAS, in 2021, the City of Elmira was awarded $1 Million Community Development Block Grant Program and HOME Investment Partnership Grant through Anti-Displacement Learning Network from the NYS Attorney General's Office; and

WHEREAS, within the approved work plan, funding was provided for relocation and case management for vulnerable populations impacted by displacement and poor housing conditions; and

WHEREAS, in August, 2021, the City advertised for an Administrator for the City's Displacement and Homeless Prevention Program (Program); said Administrator to assist in the design and implementation of the Program, to administer relocation funds and to provide outreach and case management within the City; and

WHEREAS, the City received one proposal from Economic Opportunity Program, Inc. of Chemung County of Elmira, New York (EOP); and

WHEREAS, EOP has over 50 years of experience and has strong partnerships and resources in community assessments that identify gaps in services and mobilize change in the community by standards that are used and measured by Results-Oriented Management and Accountability; and

WHEREAS, EOP Community Assessment is the process utilized by EOP to identify causes and create methods for prevention with programs and services for many different people in the community as well as human displacement; and

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby designate Economic Opportunity Program, Inc. of Chemung County as the City's Displacement and Homeless Prevention Program Administrator for an initial term of two (2) years which term may be extended for up to one (1) year at the City's exclusive right to offer an extension to the Administrator; and be it further

RESOLVED, that EOP shall provide the services set forth in its proposal for a one-time service fee of Three Hundred Twenty-Nine Thousand One Hundred Twenty

($329,120.00) Dollars to be paid from the $1 Million Dollars Community Development Block Grant Program and HOME Investment Partnership Grant; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with EOP to provide design, implement and administer relocation funds and provide outreach and case management within the City regarding the City's Displacement and Homeless Prevention Program; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

Economic Opportunity Program of Chemung – Anti Displacement Budget
February 1, 2022 to February 30, 2024

Project Code & Description		Budget
Revenues		
City of Elmira		329,120.00
Revenues TOTAL		329,120.00
Expenses		
50000	Salaries	118,700.00
50500	Fringe Benefits Pool Allocated	28,488.00
51300	Direct Fringe-Health/Dental	
51500	Direct Fringe-Workers Comp	
59700	Administrative Cost Allocation	41,250.00
59800	First Aide/Medical Expense/Morale	
60100	Advertising	1,400.00
60300	Audit	
	Legal Fees	
60500	Bldg Maintenance & Repairs	
60700	Computer Services	500.00
60850	Contractual Payroll Service	600.00
60900	Copying	2,500.00
61200	Equipment Maintenance	
61300	Equipment Purchase	0.00
61350	Computer/Printer Equipment	1,700.00
61400	Equipment Rental	0.00
61500	Lawn & Walk Care	
61800	Postage	500.00
62000	Recycling & Trash Pick-up	
62100	Software and Support	350.00
62200	Staff Training	1,000.00
62400	Supplies-Janitorial	
62500	Supplies-Office	4,000.00
62700	Telephone	3,000.00
63100	Vehicle Maintenance	
70100	Insurance	
70400	Utilities Electric/Gas/Water	1,000.00
80300	Client Support	41,591.00
80500	Client Support Rent/Shelter	70,591.00
81500	Liability Insurance	1,200.00
83200	Supplies-Program	2,500.00
83400	Travel-Local	1,000.00
83500	Travel-Out of Town	200.00
88060	Allocated Janitorial Cost Pool	
88100	Allocated EDFC Facility Cost Pool	7,050.00
88110	Allocated EDFC Telephone Cost Pool	
88200	Allocated EDFC Internet Cost Pool	
88300	Allocated ITCost Pool	
88800	Allocated Copier Cost Pool	
88900	Allocated Postage Cost Pool	
Expenses TOTAL		329,120.00
Project Balance:		0.00

Agenda Summary: Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Police Department for pay periods 21-26 of 2021, in the amount of $68,752.22.

Resolution Number: 2022-13

Sponsor: Mayor Mandell

ATTACHMENTS

Overtime Resolution 2021- final.pdf
Overtime Report 2021-final.pdf

January 3, 2022

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Police Department for pay periods 21-26 of 2021.

It is respectfully recommended that the City Council authorize the payment of $68,752.22 to members of the Elmira Police Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION
NO. 2022 - _______

By Councilmember:_______________________________

RESOLVED, that the communication from the City Manager dated January 3, 2022, reporting the overtime pay for the Elmira Police Department personnel during emergency situations for pay periods 21-26 of 2021, be received and placed on file; and be it further

RESOLVED, that the overtime pay for pay periods 21-26 of 2021, in the amount of $68,752.22 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Police Department.

ADOPTED BY THE FOLLOWING VOTE

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

Elmira Police Department
2021 Overtime Report

pay periods	2021	2021 YTD	2020 YTD	2019 YTD	2018 YTD	2017 YTD
pay #1	$20,366.63	$20,366.63	$6,838.20	$5,733.86	$6,963.96	$7,753.06
pay #2	$9,684.95	$30,051.58	$12,507.40	$13,179.02	$14,910.94	$22,254.97
pay #3	$13,794.21	$43,845.79	$17,121.50	$23,720.90	$19,543.07	$36,739.91
pay #4	$21,479.77	$65,325.56	$21,509.19	$34,007.18	$28,734.95	$43,886.41
pay #5	$12,111.87	$77,437.43	$27,206.60	$43,043.82	$43,038.10	$54,644.89
pay #6	$8,285.29	$85,722.72	$32,806.11	$52,027.01	$55,650.21	$65,064.65
pay #7	$8,541.56	$94,264.28	$34,035.36	$57,636.98	$68,337.68	$74,989.58
pay #8	$8,111.76	$102,376.04	$34,749.31	$74,481.66	$82,174.28	$89,435.36
pay #9	$11,604.82	$113,980.86	$35,294.25	$83,091.57	$97,623.46	$98,443.02
pay #10	$12,064.62	$126,045.48	$35,903.96	$97,654.15	$106,999.76	$114,440.91
pay #11	$9,253.54	$135,299.02	$38,048.35	$112,727.41	$118,118.99	$128,641.86
pay #12	$8,703.99	$144,003.01	$45,020.02	$124,323.00	$131,152.10	$137,542.08
pay #13	$8,151.46	$152,154.47	$49,383.26	$138,043.85	$142,529.53	$145,007.71
pay #14	$18,478.66	$170,633.13	$54,339.01	$154,241.22	$157,801.43	$161,048.55
pay #15	$9,143.18	$179,776.31	$60,900.93	$170,635.90	$178,059.88	$197,754.66
pay #16	$14,360.61	$194,136.92	$76,691.57	$190,486.32	$190,992.02	$183,628.83
pay #17	$7,863.31	$202,000.23	$92,092.71	$200,171.41	$205,942.70	$197,847.83
pay #18	$15,733.62	$217,733.85	$109,263.34	$212,763.47	$216,910.06	$215,226.28
pay #19	$14,022.74	$231,756.59	$126,436.56	$223,464.84	$233,225.24	$225,560.75
pay #20	$16,567.20	$248,323.79	$156,951.79	$240,341.14	$242,255.97	$236,601.10
pay #21	$11,659.14	$259,982.93	$181,020.74	$245,518.50	$254,409.46	$248,086.06
pay #22	$12,962.31	$272,945.24	$197,780.70	$257,094.46	$261,726.38	$267,401.06
pay #23	$9,471.04	$282,416.28	$209,336.90	$264,349.33	$268,792.43	$279,574.97
pay #24	$5,948.92	$288,365.20	$222,881.09	$271,818.43	$285,949.99	$302,297.63
pay #25	$16,037.23	$304,402.43	$233,673.08	$278,004.34	$296,539.41	$313,427.80
pay #26	$12,673.58	$317,076.01	$242,517.73	$281,093.49	$305,540.48	$324,407.43

Elmira Police Department
2021 Reimbursable Overtime

pay periods	2021	2020
pay #1	$0.00	$0.00
pay #2	$0.00	$210.00
pay #3	$0.00	$762.72
pay #4	$275.80	$0.00
pay #5	$1,291.63	$1,400.00
pay #6	$1,263.84	$147.92
pay #7	$0.00	$0.00
pay #8	$2,766.20	$0.00
pay #9	$739.28	$0.00
pay #10	$3,924.47	$0.00
pay #11	$0.00	$1,089.04
pay #12	$2,741.72	$0.00
pay #13	$1,191.12	$0.00
pay #14	$2,056.09	$614.80
pay #15	$458.36	$0.00
pay #16	$0.00	$0.00
pay #17	$382.32	$1,280.40
pay #18	$2,355.63	$0.00
pay #19	$4,020.92	$2,513.40
pay #20	$462.50	$0.00
pay #21	$0.00	$1,203.92
pay #22	$0.00	$0.00
pay #23	$0.00	$382.88
pay #24	$0.00	$1,930.68
pay #25	$157.60	$0.00
pay #26	$0.00	$0.00

TOTALS	$24,087.48	$11,535.76

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

Resolution Number: 2022-14

Sponsor: Brent Stermer

ATTACHMENTS

01-03-2022 audit (LEAD).doc

January 3, 2022

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2022-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$18,856.70** are hereby audited for payment for the LEAD Hazard Reduction Grant, January 3, 2022.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Credit Report	Am Rent	Charges for Credit Reports	$31.70
LEAD Rehab Grant	See Attachment for Details	Lead and Healthy Homes Grant	$18,825.00
		TOTAL	**$18,856.70**

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

Resolution Number: 2022-15

Sponsor: Joseph Duffy

ATTACHMENTS

01-03-2022 audit (CDBG;HOME).docx

January 3, 2022

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

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$170,139.44,** they are hereby audited for payment for the Community Development Block Grant, January 3, 2022.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Admin- Telephone	City Chamberlain	November Long Distance Charges	$7.28
Provision for Public Service	Southside Community Center	Contract Increase for grantee due to additional available funds	$5,417.00
Rehab-Credit Report	AmRent	Inv# 2492316 November 2021 Credit Reports	$50.40
Gen Admin- ADP Charges Rehab Admin- ADP Charges	ADP	Inv # 594204802	$255.60
Rehab Housing Services 46th year	See Attachment for Additional information	CDBG Grant	$10,000.00
Rehab Filing Fees	Chemung County Clerk	See attachment for additional information	$70.00
Rehab Filing Fees	Chemung County Clerk	See attachment for additional information	$70.00

Rehab Filing Fees	Chemung County Clerk	See attachment for additional information	$70.00
Rehab Filing Fees	Chemung County Clerk	See attachment for additional information	$70.00
Rehab Filing Fees	Chemung County Clerk	See attachment for additional information	$70.00
Grace Episcopal Church-CV	Grace Episcopal Church	Reimbursement for CARES Act expenses	$204.29
45th and 46th year Street Improvements	City Chamberlain	Reimbursement for street paving expenses	$97,245.07
46th year Street Improvements	City Chamberlain	Reimbursement for street paving expenses	$41,260.80
Rehab- Payroll Admin-Payroll	Payroll	December 22, 2021 payroll not to exceed	$13,500.00
CARES Act Payroll	Payroll	December 22 , 2021 payroll not to exceed	$1,500.00
General Admin 47th year Travel/Seminar	City Chamberlain	BOCES training classes for Director of Finance	$349.00
		TOTAL	**$170,139.44**

Agenda Summary: American Rescue Plan - Business Program

Resolution Number: 2022-16

Sponsor: Joseph Duffy

ATTACHMENTS

AUDIT ARP BUSINESS 1.3.2022.pdf
ARP BUSINESS BACKUP.pdf

DATE: January 3, 2022

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN

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

BUSINESS PROGRAM	$8,620.00

GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	$8,620.00
	===============

RESOLUTION NO. 2022-

By Councilmember ______________________________

RESOLVED, that the applications in the amount of be and they hereby are audited and approved for payment, when in funds. $8,620.00

ADOPTED BY THE FOLLOWING VOTE:

AYES		NAYS
________	COUNCILMEMBER STERMER	________
________	COUNCILMEMBER MOSS	________
________	COUNCILMEMBER FRANCHI	________
________	COUNCILMEMBER KITCHING	________
________	COUNCILMEMBER GRASSO	________
________	COUNCILMEMBER DUFFY	________
________	MAYOR MANDELL	________

City of Elmira *LIVE*

Payment Batch Register

Bank Account: ARP 5* - ARP Five Star

Batch Date: 01/03/2022

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

Bank Account: ARP 5* - ARP Five Star

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/03/2022	100152	Accounts Payable	BIAGIB CURIONE RENTAL PROPERTIES	5,000.00

Invoice	Date	Description	Amount
ARP BUSINESS	12/22/2021	American Rescue Plan - Business Program	5,000.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/03/2022	100153	Accounts Payable	CALSTRO CONTRACTING, LLC	3,620.00

Invoice	Date	Description	Amount
ARP BUSINESS	12/22/2021	American Rescue Plan - Business Program	3,620.00

ARP 5* ARP Five Star Totals: Transactions: 2 $8,620.00

Checks: 2 $8,620.00

Agenda Summary: American Rescue Plan - Non Profit Program

Resolution Number: 2022-17

Sponsor: Brent Stermer

ATTACHMENTS

AUDIT ARP NON PROFIT 1.3.2022.pdf
ARP NON PROFIT BACKUP.pdf

DATE: January 3, 2022

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN

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

NON-PROFIT PLAN	$5,000.00

GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	$5,000.00
	===============

RESOLUTION NO. 2022-

By Councilmember ____________________________

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

ADOPTED BY THE FOLLOWING VOTE:

AYES----	------ ---	--------NAYS
________	COUNCILMEMBER STERMER	________
________	COUNCILMEMBER MOSS	________
________	COUNCILMEMBER FRANCHI	________
________	COUNCILMEMBER KITCHING	________
________	COUNCILMEMBER GRASSO	________
________	COUNCILMEMBER DUFFY	________
________	MAYOR MANDELL	________

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City of Elmira *LIVE*

Payment Batch Register

Bank Account: ARP 5* - ARP Five Star

Batch Date: 01/03/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: ARP 5* - ARP Five Star					
Check	01/03/2022	100155 Accounts Payable	Elmira Little League		5,000.00

Invoice	Date	Description	Amount
NON PROFIT	12/22/2021	American Rescue Plan - Non Profit	5,000.00

ARP 5* ARP Five Star Totals: Transactions: 1 $5,000.00

Checks: 1 $5,000.00

Agenda Summary: American Rescue Plan - Property Rehab

Resolution Number: 2022-18

Sponsor: Mayor Mandell

ATTACHMENTS

AUDIT ARP PROPERTY REHAB 1.3.2022.pdf
jan 3 backup.pdf

DATE: January 3, 2022

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN

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

Property Rehab	$943,712.11

GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	$943,712.11
	================

RESOLUTION NO. 2022-

By Councilmember ______________________

RESOLVED, that the applications in the amount of $943,712.11
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES----	------ ---	---------NAYS
________	COUNCILMEMBER STERMER	________
________	COUNCILMEMBER MOSS	________
________	COUNCILMEMBER FRANCHI	________
________	COUNCILMEMBER KITCHING	________
________	COUNCILMEMBER GRASSO	________
________	COUNCILMEMBER DUFFY	________
________	MAYOR MANDELL	________

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Name	Address	Type of Project	Contractor	Amount of Quote	Amount approved
Catherine Johnston	421 Robinson	application already approved, however wrong dollar amount was typed from the quote, used amount without tax / labor			
			original approved	4,842.95	
			amount of actual quote	5,389.88	
			amount extra to be approved (5,000 minus original amout approved)		157.05
Michelle Querry	610 Grove St	application already approved, however two other quotes that were attached to application was missed on first approval			
			original approved	1,611.20	
			amount of two other quotes	4,843.75	
			amount extra to be approved (5,000 minus original amout approved)		3,388.80
Helen Davis	226 Chestnut St	new sidewalks	Allen Stevernac	2,600.00	2,600.00
Elease Garvin	376 Warren St	new heating ducts, new windows, wall repair, new outlets, etc	Robert Tyler	5,000.00	5,000.00
Carol Storch	1014 Parkside Drive	drywall and paint and garage electric issue	Chemung Heating & Building	3,667.00	3,667.00
Michelle Brooks	259 Lormore St	bathroom remodel	Dan's Repair	5,000.00	5,000.00
Williard Doyle	320 W Center St	new doors and screens, bathroom remodel	Last Call Construction	4,855.00	4,855.00
Timothy Monroe	1152 College Ave	new furnace	Allen's Plumbing	9,990.00	5,000.00
Arthur Knight	306 Spaulding St	porch repair, carpet,	Andrew Martin	5,440.00	5,000.00
Jerry McPeak	1117 N Main St	porch, decking, siding repair	Ray's Home Improvement	5,000.00	5,000.00
John Jones Museum	1250 Davis St	new blacktop	Streeter Associates	15,000.00	5,000.00
Kathleen Stein	954-956 Grand Central Ave	new electric work	Matthew McInerny	4,000.00	4,000.00
Mary Hamlin	307 Fairway Ave	kitchen remodel	Harold Kautz	3,600.00	3,600.00
Sandra Ramsey	528 W Gray St	misc repairs	Jeremy Jordan	5,300.00	5,000.00
Jennifer O'Connell-Griffin	406 Edgewood	new windows and doors	Lowe's	5,759.97	5,000.00
Evelyn Williams	302 Catherine St	new doors and flooring	Maintenance Concepts	4,398.69	4,398.69
Lisa Harper	241 Schuyler Ave	new electric work & indoor painting	De Muth Electric, Christopher Turner	5,470.00	5,000.00
Lisa Harper	419 W Water St	indoor painting	Christopher Turner	2,550.00	2,550.00
Elizabeth D'Aloisio	903 Maple Ave	new flooring	Proper Construction	6,080.00	5,000.00
Tara Charron	369 Norton St	new roof	Craig Builders General Construction	9,850.00	5,000.00
Kelly Swan	403 W 1st St	roof repair, new doors, new sheet rock, new flooring	Home Outlet	4,916.88	4,916.88
Kelly Swan	511 Jefferson St	new flooring, deck repair, cieling repair	Home Outlet	6,774.84	5,000.00
Eric Gergel	705 Copley	new addition on second floor for walk in closet	Ervay's Contracing LLC	17,500.00	5,000.00
Margaret Magar	955 N Main St	bathroom remodel	Prevalent Plumbing	4,839.10	4,839.10
Matthew Proper	605 Copley St	new electric work	Bouille Electric	4,800.00	4,800.00
Marcy Martone	230 Kingsbury Ave	bathroom remodel	Wheeler's Contracting	5,102.23	5,000.00
Steven O'Dell	462 Livingston	new furnace	Drake's Heating and Cooling	10,965.00	5,000.00
Laureen Tufillaro	1109 Magee St	remodel laundry room	Honest & Dependable Carpentry	5,200.00	5,000.00
Donald Matthews	411 W Church St	restore flooring, historical preservation	Jeff Kerrick	11,820.00	5,000.00
Sean Pesesky	51 Hoffman St	new boiler	Donohue Plumbing and Heating	5,950.00	5,000.00
Sean Pesesky	820 W Gray St	plumbing, shower, floor work due to plumbing damage	Baldwin Custom Builders	5,500.00	5,000.00
Anthony Curione	418 Euclid Ave	kitchen remodel	Lowe's	5,500.10	5,000.00
Cynthia Twardeski	451 Horner St	porch repair and new gutters	Frank Twardeski & Dustin Granger	3,650.00	3,650.00
Lawrence Bocage	736 Maple Ave	new boiler	Woodward Plumbing and Heating	6,977.28	5,000.00
Kennedy Homes NY LLC	53 Gould St	new furnace / new windows	Drake's Heating and Cooling / Heights Contracting	5,455.00	5,000.00
Anthony Curione	204 Overland St	kitchen remodel	Lowe's	5,010.08	5,000.00
Michael Smith	214 Franklin St	new windows	Window World of Binghamton	2,745.00	2,745.00
Gina Unwin	202 E Lafrance	new doors and windows	Twin Tier Construction	5,000.00	5,000.00
Nichole Tiffany	703 Perine St	new siding and windows	Window World of Binghamton	34,184.00	5,000.00
Pamela Piecuch	921 Farnham St	new sidewalks	Dryline Construction	6,200.00	5,000.00

Hollie Hughes	770 Southport St	new furnace	Prevalent Plumbing	5,124.10	5,000.00
Ryan Furness/Ashley Armstrong	570 Gains St	central AC repair	Isaac Heating and Cooling	4,890.00	4,890.00
Lynn Rice	700 Perine St	new hardwoods	The Project Doctor	4,609.08	4,609.08
Diane Greeno	725 Southport St	new doors and windows	Home View Contracting	5,025.00	5,000.00
Iliana Gonzalez	466 Cypress	new roof	Just in Time Roofing	15,000.00	5,000.00
John Sincock	960 Johnson St	new flooring	Proper Construction	5,400.00	5,000.00
Josiah Skinkle	904 Maple Ave	tree removal	Tree Worx	3,400.00	3,400.00
Jacob Immerman	210 E Lafrance St	new drywall and interior paint	Youngs Building and Remodeling	1,400.00	1,400.00
Glenn Garris	621 W Gray St	new furnace	Isaac Heating and Cooling	5,330.00	5,000.00
Theresa Pagano	205 W Miller St	kitchen remodel / new flooring	Lowe's / Home Depot	5,587.68	5,000.00
Greg James	1209 College Ave	new front walkway	Concrete Designs	3,155.00	3,155.00
Arlene Wade	661 Tuttle	new windows	Maintenance Concepts	4,878.38	4,878.36
Bruce Atkins	404 Foster Ave	new roof	Fenix Roofing	7,026.48	5,000.00
Maurizio Perfetti	446 Cypress St	add new room in basement	Bellardini Contracting	5,000.00	5,000.00
Willie Sapp	305 South Ave	new windows	Albert McDonald	5,100.00	5,000.00
Willie Sapp	553-555 E 2nd St	new windows	Albert McDonald	10,000.00	5,000.00
Willie Sapp	407 Sullivan St	new windows	Albert McDonald	5,400.00	5,000.00
Brenda Moffett	308 Schuyler Ave	new door and new flooring	Jay's Carpet / Overhead Door	4,475.00	4,475.00
Christopher Reid	411 Linden Pl	new sidewalks	Armstrong Contracting	6,000.00	5,000.00
Lorraine Gilboy	307 Mary St	new roof	Hershberger Construction	14,500.00	5,000.00
Maureen Gladke	828 W Church St	trees trimmed, landscaping, new deck repair	Lowe's / Boyce's Tree Service	4,518.73	4,518.73
Mayrose Woodard	612 Spaulding	new furnace and roof	Grant Construction	5,809.17	5,000.00
Christine Henry	767 Valentine St	floring and deck repair	Rick Bachekr / Chapel Lumber	9,319.20	5,000.00
Kelly McGowan	229 Newhall St	new doors and windows	Gerard Grasso	6,700.00	5,000.00
Michael Cherkis	255 South Ave	new windows	Home Depot	9,135.80	5,000.00
Phillip Clark	316 Millard St	new windows	Charles Window	4,202.00	4,202.00
Kathleen Stanton	726 Herrick St	bathroom remodel	Bullseye Contracting	5,700.00	5,000.00
Stephen Clark	707 N Main	new roof	Home View Contracting	11,556.00	5,000.00
Richard Lisano	301 S Hoffman St	new electric	B&C Heating and Cooling	1,081.00	1,081.00
David Wallace	965 McKinnley Pl	new doors, stair repair, new gutters, roof repair, etc	Ben Miller Contracting	5,000.00	5,000.00
Christopher Zelko	924 Scio St	new windows	Ebs and Sons LLC	8,550.00	5,000.00
Karleek Sutton	255 Brand St	new windows	Lowe's	4,992.28	4,992.28
Michelle Watkins	809 W Gray St	new furnace	John Brusso	5,000.00	5,000.00
Michelle Watkins	811 W Gray St	outside steps repair, porch repair, bathroom remodel	John Brusso	5,000.00	5,000.00
Kevin Kamas	330 Irvine Place	new windows	Erie Materials	5,145.38	5,000.00
Kevin Hogan	419 W 5th St	new furnace	Drake's Heating	7,995.00	5,000.00
Vicky Bush	600 Perine St	new windows, new doors, back porch repair	Gerard Grasso	5,335.00	5,000.00
Basi Livermore	79 Hampton Rd	new furnace	Bailey's Heating	4,527.00	4,527.00
Janet Bennett	765 E 2nd St	new windows	Lowe's	9,347.54	5,000.00
Chiara Perfetti	339 W Washington	sewer work, new gutters, internal house repairs	Bellardini Contracting	5,000.00	5,000.00
Robert Stein	611 W 1st St	new sheet rock	Mike's Home Improvement	5,000.00	5,000.00
Cyril Stephens	205 Grove St	patch all basement walls, repair sheetrock	White Works Unlimited	4,950.00	4,950.00
Taleesha Murphy/Lamar Holloway	800 Pennsylvania Ave	kitchen repairs	Reginald Gladle	5,780.00	5,000.00
Trina Colunio	225 Home St	new doors	Lowe's	3,548.69	3,548.69
Heather Darrow	459 Cypress	new blacktop and electrical work	Loveless Blacktop	5,800.00	5,000.00
William Mahon	88 West Hill	new downspouts, flooring, heaters	Pickering Plumbing / Seamless Gutters	4,927.00	4,927.00
Crystal Kennison	303 Norton	new windows	Lowe's	5,363.61	5,000.00
Jesse Ferris	1133 Conklin St	new front porch	Apgar Construction LLC	4,880.00	4,880.00
Joshua Clark	426 Herrick St	new deck and rails	Doyle Residential Services	8,000.00	5,000.00
Weonia Emanuel	723 Standish	new blacktop	Craftwell Builders	4,700.00	4,700.00
Michael Burt	658 Dubois St	new flooring	The Project Doctor	5,089.40	5,000.00
Johnathan Wilbur	828 Maple Ave	bathroom remodel	Bath Planet	11,818.00	5,000.00
David Holleran	403 Partridge	central air install	B&C Heating and Cooling	4,331.00	4,331.00
Molly Ostrum	420 Race St	bathroom remodel	Cullen McCann Contracting	10,000.00	5,000.00
Marissa Zaumseil	724 Sapulding St	bathroom remodel	Bath Planet	11,678.00	5,000.00

Robert Donovan Jr	581 Cypress St	new sidewalk & driveway apron	Armstrong Contracting	5,700.00	5,000.00
Roberta Cheatham	101 Franklin St	new windows and furnace	Home Depot	4,045.00	4,045.00
Shantey Milton	632 Coburn	new doors and windows, roof repair, bathrooom work	Callahan Construction	4,960.00	4,960.00
Rosemarie Holleran	790 Sunset Dr	new fence	DeRenzo Fence Co	5,237.00	5,000.00
Kimberly Hughes	1055 Lincoln	landscaping	Cullen McCann Contracting	12,000.00	5,000.00
876 Consulting LLC	914 College	kitchen remodel / new flooring	Hughes Structures	12,441.25	5,000.00
Charles Moffe	415 W 5th St	new doors and gutters	Crist's Construction	4,800.00	4,800.00
Mark Laux	603-605 W 1st St	new furnace	Osburn Mechanical	4,475.00	4,475.00
Justin Mott	322 Soper St	new doors and furnace and windows	Home Depot	3,397.83	3,397.83
Ronald Mallacoccio	407 Livingston	wall repair / windows	Callahan Construction	5,350.00	5,000.00
Harold Kunzman	1310 Lackawanna	new roof	Home View	5,500.00	5,000.00
Bessie Hughes	601 College Ave	porch repair and new flooring	Corey Cooke	4,365.00	4,365.00
Lois Yontz/Julie Lauper	407 Euclid	new AC / Heat pump	Sensible Plumbing	4,985.98	4,985.98
Greg Dickinson	1311 Hall St	new doors and windows	Callahan Construction	5,956.00	5,000.00
Kathy Dunlavey	367 E Warren St	plumbing repairs	Osburn Mechanical	2,268.00	2,268.00
John Massey	1212 Hall St	porch / deck repair, roof repair	Yerkes Home Improvement	4,700.00	4,700.00
Cindy Weideman	355 Riverside	new windows	Charles Window	4,562.00	4,562.00
Cindy Weideman	359 Riverside	new windows	Charles Window	6,287.40	5,000.00
Cindy Weideman	158 Boardman St	new windows	Charles Window	5,483.00	5,000.00
Karen Nicolo	107 Foster Ave	new gutters	Just in Time Roofing	4,785.84	4,785.84
Jacqueline Wilson	484 Horner St	new windows	Lowe's	4,097.12	4,097.12
Edward Jaskolka	710 Gildea Place	bathroom remodel	Safe Step Walk in Tub	19,789.00	5,000.00
DeBron Harper	374 E Center St	new windows	ETS	5,539.50	5,000.00
Roberta Nichols	512 Luce St	landscaping	James Contracting	5,116.56	5,000.00
Roberta Nichols	527 Luce St	landscaping	James Contracting	5,754.36	5,000.00
Derek Wolfer	535 Luce St	new windows, bathroom remodel	Derek Wolfer	9,914.88	5,000.00
Janice Burrow-Goft	402 W Water St	new roof	Apple Contracting	45,963.00	5,000.00
Andrea Frank	118 Morrow St	new furnace	Allen's Plumbing	4,875.00	4,875.00
Cullen McCann	950 Walnut St	new fencing	Tri-County Fence	8,500.00	5,000.00
Francis Savino	808 Collins St	bathroom remodel	Bath Planet	9,900.00	5,000.00
Max Yerkes	754 Jay St	kitchen remodel	Yerkes Home Improvement	5,000.00	5,000.00
Lakhia Harris	410 Hoffman St	kitchen remodel and new flooring	Do it All	6,184.40	5,000.00
Paul Barton	856 Euclid Ave	paint inner house	PPW Painting	6,000.00	5,000.00
Joseph Mekos	815 W Third St	Exterior painting	Brent Young Co	12,100.00	5,000.00
James Chimileski	1501 Lake St	AC unit repair and Radon Mitigation	Mike DeRigge / Perry's Home Inspection	4,950.00	4,950.00
Cindy Byler	415 Broadway	electrical work	Richard Decker	5,000.00	5,000.00
Melissa Wise	307 Mid Ave	deck repair / new windows and doors	Thomas Walton / Top 2 Bottom Remodeling	5,315.00	5,000.00
Nicholas Delaney	556 Cypress St	new drywall	Pristine Remolding LLC	5,400.00	5,000.00
Michael Backer	971 Lincoln	new deck	MBacker Decks	6,400.00	5,000.00
Lawrence Nickens	711 Spaulding St	new gutters	Leaf Filter	4,908.00	4,908.00
Karen Nicolo	1208 Epworth Circle	new windows and gutters	Lowe's	5,424.08	5,000.00
John Pariso	1846 Davis	bathroom remodel and flooring	PAW Home Repair	3,491.06	3,491.06
Sandra Parker	729 Winsor	new siding	Ronald Harvey	8,100.00	5,000.00
Sandra Parker	725 Winsor	new furnace	Ronald Harvey	5,000.00	5,000.00
Jerry Sawyer	347 Noble St	new roof	Ben Miller Contracting	4,500.00	4,500.00
KABA LLC	320 W First St	new roof	Maye Development	18,500.00	5,000.00
Anthony Fisher Jr	651 Pennsylvania Ave	shingle removal and new roof decking & shingles	Tony Phillip	4,980.00	4,980.00
Brian Minchin	324 Lorenzo Place	new roof	Blaze Brockway Contracting	9,900.00	5,000.00
Sara Hogg	248 Fairway Ave	replace sidewalk	Vito Savino Masonry	3,000.00	3,000.00
Margaret Walls	818 Farnham St	drywall and paint	Corey Cooke	1,966.00	1,966.00
Tammy Nicholson	266 W Henry St	new fence	James Contracting	4,500.00	4,500.00
Anthony Fabrizio	953 Grove St	new windows	Ben Miller Contracting	2,500.00	2,500.00
Robert Clark	411 Pennsylvania	new roof	DeWalt & Sons	9,985.00	5,000.00
Alex Sams	357 Pomeroy Place	new flooring and bathroom work	Alfred Sanders Home Improvement	4,800.00	4,800.00
Bridget Belloma	369 Baty St	bathroom remodel	Callahan Construction	7,800.00	5,000.00

Norbert Miller	364 W 1st St	new sheet rock	Norb Miller General Contractor	5,000.00	5,000.00
Norbert Miller	363-365 W Gray St	new siding	Norb Miller General Contractor	5,000.00	5,000.00
Norbert Miller	367 W Gray St	new siding & exterior paint	Norb Miller General Contractor	5,000.00	5,000.00
Robert Walsh	726 Winsor Ave	new blacktop and new sidewalks	Teeter Contracting	6,600.00	5,000.00
Brian Latham	100 Boardman St	new siding	Callahan Construction	5,350.00	5,000.00
James Watson	458 Horner St	new windows	Home Depot	5,182.00	5,000.00
Biagio Curione	969 Davis St	new fence	Lowe's	8,526.94	5,000.00
Biagio Curione	347 W Washington	patio roof	Yerkes Home Improvement	8,500.00	5,000.00
Kathleen Webster	553 Riverside Ave	bathroom remodel	Andrew Vanskiver	5,612.02	5,000.00
Joan Mckay	1354 Grand Central Ave	new window	Charles Window	801.40	801.40
Sandra Parker	709 Winsor Ave	vinyl siding	Ronald Harvey Contractor	7,650.00	5,000.00
Carmen Cerio	413 Welles St	basement concrete wall repair	Southern Tier Basement Systems	$4,650.00	4,650.00
James Maycumber	450 Cypress St.	interior painting	WCM Painting	2,150.00	2,150.00
John Galvin	1147 Hoffman St	new windows	Snyder Carpentry	2,167.05	2,617.05
Richard Reidy	338 W Washington Ave	kitchen remodel	Lowe's	4,139.56	4,139.56
Chad Denson	554 Thompson St	replace flooring & install toilet	Home Outlet	2,474.97	2,474.97
John Maio	134 W Water St	concrete floor repair	Kryptonite Masonary	5,400.00	5,000.00
Mark Cicci	554 Esty St	new carpet	Jay's Carpet	4,424.00	4,424.00
Scott Apthorp	974 Scio St	new windows	Honest & Dependable Carpentry	7,540.00	5,000.00
Kevin Duffy	324 Fayette St	new doors	Home Depot	4,028.25	4,028.25
Kimberly Dunn	718 Southport St	new furnace and chimney repair	Mark Van Galden	5,700.00	5,000.00
Robert Parker	341 Noble St	new windows	Ronald Harvey	5,000.00	5,000.00
Janet Fundurulic	1022 Parkside Drive	bathroom remodel	Bath Planet	8,043.00	5,000.00
Matthew Minotti	958 Walnut St	add bathroom to back porch	Harold Kautz	6,800.00	5,000.00
Betty Moss-Taylor	701 Dubois St	bathroom remodel	Hills Contracting	4,995.00	4,995.00
Susan Keough	654 Walnut St	new windows, roof repair	Griffin Construction of NYS	5,000.00	5,000.00
Barbara Rogers	1140 Oak St	porch repair, roof repair, window repair, etc.	Barbara Rogers	5,000.00	5,000.00
Jeffery White Jr / Kayla Puglisi	317 Fayette St	carpeting & window replacement	Warehouse Carpet & First Class Glass & Mirror	4,752.00	4,752.00
Bruce Chalmers	363 W Church St	soffit repair & window replacement	Charles Window & Kenneth Ripley	6,319.00	5,000.00
Richard & Teresa Reidy	340 W Washington Ave	kitchen appliances	Lowe's	4,586.56	4,586.56
Priscilla Weistein	203-205 E Gray	replace warehouse overhead door	Overhead Door	8,000.00	5,000.00
Ben & Laura Cardamone	706 Cypress St	new windows	T-N-T Service	5,816.35	5,000.00
Mark Cook	409 E Thurston St	new furnace	Osburn Mechanical	4,075.00	4,075.00
Anna Fadale	915 N Main St	windows & patio doors	The Home Depot	5,140.45	5,000.00
Cynthia Gridley	724 W Church St	upgrade electric panel	Isaac Heating and Cooling	4,387.00	4,387.00
Jeremy Moore	457 Beecher St	replace gutters, etc.	Pearson Seamless Gutters	3,435.00	3,435.00
Frank Tiberia	152 W Washington Ave	replace gutters, etc.	Southern Tier Contracting & Armstrong Contracting	5,900.00	5,000.00
Cora Myles	407 Grove St	repairs - garage roof, cellar steps, deck boards	?	5,677.56	5,000.00
Danielle Hoodak	415 Baty St.	misc repairs	Newcomer Remodeling	5,000.00	5,000.00
Blanche Williamson	541 McDowell Place	kitchen repairs	Newcomer Remodeling	5,000.00	5,000.00
David Decker	968 Johnson St	new roof	Ben Miller Contracting	7,500.00	5,000.00
Roderick Brown	609 S Main St	new furnace	Allen's Plumbing	7,525.00	5,000.00
Vicki Gullo	539 McDowell Place	blown-in insulation	Koala Insulation	3,000.00	3,000.00
Corinne McCarty	618 Decker Ave	replace windows	Charles Window & Bailey Heating	4,677.00	4,677.00
Barbara Norris	801 Walnut St	kitchen remodel	Newcomer Remodeling	12,000.00	5,000.00
Rebecca Hyde	610 Spaulding St.	sheetrock, etc. & trash hauling	J Dog & Callahan Construction	5,923.12	5,000.00
Carmelta Rios-Carter	453 W Thurston St	roofing	Shannon's Home Improvements	4,800.00	4,800.00
John Rogers	470 W 6th St	new furnace	Osburn Mechanical	8,150.00	5,000.00
Biagio Curione	1206 College Ave	awnings	Welco Awnings	4,568.40	4,568.40
Keith Burroghs	509 Lyon St	new windows installation	Callahan Construction	5,486.00	5,000.00
Judith Mordue	567 Thompson St	chimney repair & new fencing	Ansel Grover Contracting	5,000.00	5,000.00
Carmen Clark	715 Spaulding St.	new furnace	Bailey's Heating	4,635.00	4,635.00
Timothy Christensen	808 Johnson St	new windows	Callahan Construction	10,260.00	5,000.00
James Chimileski	389 Warren Drive	new roof	Armor Building Supply	3,848.43	3,848.43
James Masker/Michelle Nicholas	562 Beecher St	new gutters	Pearson Seamless Gutters	2,123.00	2,123.00

943,712.11

Agenda Summary: Capital Tree Bid

Resolution Number: 2022-19

Sponsor: Nan Moss

ATTACHMENTS

AUDIT CAPITAL TREE BID 1.3.2022.pdf

DATE: January 3, 2022

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CAPITAL FUND

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

MARK TWAIN GOLF COURSE TREE & STUMP REMOVAL GREAT LAKES TREE SERVICE	$50,000.00

GRAND TOTAL PAYMENTS:	$50,000.00
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RESOLUTION NO. 2022-

By Councilmember ______________________

RESOLVED, that the applications in the amount of $50,000.00
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES---- ------ -- --------NAYS

AYES		NAYS
________	COUNCILMEMBER STERMER	________
________	COUNCILMEMBER MOSS	________
________	COUNCILMEMBER FRANCHI	________
________	COUNCILMEMBER KITCHING	________
________	COUNCILMEMBER GRASSO	________
________	COUNCILMEMBER DUFFY	________
________	MAYOR MANDELL	________

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Agenda Summary: American Rescue Plan - Tree Bid

Resolution Number: 2022-20

Sponsor: Brent Stermer

ATTACHMENTS

AUDIT ARP TREE BID 1.3.2022.pdf

DATE: January 3, 2022

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: American Rescue Plan

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

MARK TWAIN GOLF COURSE TREE & STUMP REMOVAL GREAT LAKES TREE SERVICE	$185,150.00

GRAND TOTAL PAYMENTS:	$185,150.00
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RESOLUTION NO. 2022-

By Councilmember ___________________________

RESOLVED, that the applications in the amount of $185,150.00
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES---- ------ --- --------NAYS

__________ COUNCILMEMBER STERMER __________________

__________ COUNCILMEMBER MOSS __________________

__________ COUNCILMEMBER FRANCHI __________________

__________ COUNCILMEMBER KITCHING __________________

__________ COUNCILMEMBER GRASSO __________________

__________ COUNCILMEMBER DUFFY __________________

__________ MAYOR MANDELL __________________

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Agenda Summary: Act on Audit

Resolution Number: 2022-21

Sponsor: Tory Kitching

ATTACHMENTS

AUDIT 1.3.2022.pdf
AUDIT BACKUP PT 1 - 2.pdf
AUDIT BACKUP PT 2 - 2.pdf

DATE: January 3, 2022

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

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

CURRENT BUDGET FUNDS:	$256,449.52
CAPITAL FUNDS:	$1,824,164.90
COMMUNITY DEVELOPMENT;	$0.00
TRUST & AGENCY FUNDS:	$0.00
SELF INSURANCE FUNDS:	$0.00

TOTAL PER ATTACHED COMPUTER LIST:	$2,080,614.42
OTHER PAYMENTS:	
PAYROLLS W/E Jan 2, 2022	$625,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	$31,650.13
CAPITAL HAND CHECKS	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL OTHER PAYMENTS:	$656,650.13

GRAND TOTAL PAYMENTS:	$2,737,264.55
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RESOLUTION NO. 2022-

By Councilmember ____________________________

RESOLVED, that the bills and the payrolls in the amount of $2,737,264.55 be and they hereby are audited and approved for payment, when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES		NAYS
______	COUNCILMEMBER STERMER	______
______	COUNCILMEMBER MOSS	______
______	COUNCILMEMBER FRANCHI	______
______	COUNCILMEMBER KITCHING	______
______	COUNCILMEMBER GRASSO	______
______	COUNCILMEMBER DUFFY	______
______	MAYOR MANDELL	______

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 01/03/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	01/03/2022	198946	Accounts Payable	ADP		4,776.93
	Invoice		Date	Description		Amount
	594204651		12/10/2021	CLIENT#262059		2,313.05
	594201944		12/10/2021	CLIENT #262059		2,463.88
Check	01/03/2022	198947	Accounts Payable	AIRGAS EAST		231.20
	Invoice		Date	Description		Amount
	9984339693		12/16/2021	acct 2593562		67.70
	9120665351		12/16/2021	acct 2593562		163.50
Check	01/03/2022	198948	Accounts Payable	AMARI HADLOCK		132.00
	Invoice		Date	Description		Amount
	JAN 7 TRAIN		12/16/2021	MEALS PER DIEM		132.00
Check	01/03/2022	198949	Accounts Payable	AMAZON CAPITAL SERVICES INC		218.01
	Invoice		Date	Description		Amount
	166P-6VP4-1MLQ		12/16/2021	KEYBOARD AND MOUSE		218.01
Check	01/03/2022	198950	Accounts Payable	ArchiveSocial, Inc.		2,988.00
	Invoice		Date	Description		Amount
	19870		12/16/2021	Social Media archiving subscription		2,988.00
Check	01/03/2022	198951	Accounts Payable	AT&T		186.92
	Invoice		Date	Description		Amount
	1175311124		12/01/2021	1000-810-0850		186.92
Check	01/03/2022	198952	Accounts Payable	Auto Zone		241.00
	Invoice		Date	Description		Amount
	2950329815+		12/10/2021	PARTS/BLANKET PO - PGB-2220		241.00
Check	01/03/2022	198953	Accounts Payable	BOBCAT OF THE TWIN TIERS		1,158.85
	Invoice		Date	Description		Amount
	03-147853		12/16/2021	BOBCAT REPAIRS/ BLANKET PO		1,158.85
Check	01/03/2022	198954	Accounts Payable	CENTRAL NEW YORK NEWSPAPER GROUP		506.60
	Invoice		Date	Description		Amount
	ACCT 204437		12/16/2021	STMT 4268712		506.60
Check	01/03/2022	198955	Accounts Payable	CHAMPION FASTENERS		642.70
	Invoice		Date	Description		Amount
	72569+		12/07/2021	PARTS/HARDWARE - BLANKET PO RFB# 2143		534.40
	72827		12/16/2021	PARTS/HARDWARE - SIGN SHOP BLANKET PO		108.30
Check	01/03/2022	198956	Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT		2,447.13
	Invoice		Date	Description		Amount
	JANUARY 2022		12/16/2021	OAKES COBRA		2,447.13
Check	01/03/2022	198957	Accounts Payable	CHEMUNG COUNTY STORMWATER TEAM		13,313.50
	Invoice		Date	Description		Amount
	482		12/16/2021	1ST INSTALLMENT - 2022		13,313.50
Check	01/03/2022	198958	Accounts Payable	CHEMUNG COUNTY TRANSFER		22,646.79

	Invoice		Date	Description	Amount
	133214,133233		12/01/2021	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	13,427.44
	133216		12/01/2021	GARBAGE COLLECTION FEES-4TH 2021 ELM HEIGHTS	1,047.48
	133254		12/06/2021	CUST#TI-00038	1,004.71
	133253,133270		12/06/2021	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	6,782.04
	133255		12/06/2021	GARBAGE COLLECTION FEES-4TH 2021 ELM HEIGHTS	385.12
Check	01/03/2022	198959	Accounts Payable	CHEMUNG SUPPLY CORPORATION	8,942.38
	Invoice		Date	Description	Amount
	013128		12/15/2021	SIGN SHOP BLANKS/PREPRINTED	8,942.38
Check	01/03/2022	198960	Accounts Payable	CULLIGAN	211.90
	Invoice		Date	Description	Amount
	272x29016203		12/14/2021	BLANKET FOR COOLER RENTAL AND WATER	9.40
	272X29042803		12/16/2021	ACCT#272-00120201-7	202.50
Check	01/03/2022	198961	Accounts Payable	DAVID MILLER	132.00
	Invoice		Date	Description	Amount
	JAN 7 TRAIN		12/16/2021	MEALS PER DIEM	132.00
Check	01/03/2022	198962	Accounts Payable	DAVIS ULMER	425.00
	Invoice		Date	Description	Amount
	1052-F101830		12/10/2021	FIRE PROTECTION SPRINKLER SYSTEM INSPECTION	425.00
Check	01/03/2022	198963	Accounts Payable	EASTERN METAL	682.70
	Invoice		Date	Description	Amount
	60681-S, 61371		11/18/2021	SIGN MATERIALS - BLANKET PO	682.70
Check	01/03/2022	198964	Accounts Payable	ERICA LAPIERRE	132.00
	Invoice		Date	Description	Amount
	JAN 7 TRAIN		12/16/2021	MEALS PER DIEM	132.00
Check	01/03/2022	198965	Accounts Payable	FASTENAL	422.10
	Invoice		Date	Description	Amount
	240899,241007		12/16/2021	FASTENAL Speedi Dry	422.10
Check	01/03/2022	198966	Accounts Payable	FERRARIO FORD LINCOLN MERCURY	79.65
	Invoice		Date	Description	Amount
	58417		12/10/2021	MISC. MANUF PARTS - BLANKET PO	79.65
Check	01/03/2022	198967	Accounts Payable	FIRST CLASS GLASS AND MIRROR	520.00
	Invoice		Date	Description	Amount
	13283, 13284		12/08/2021	WINDSHIELD REPAIRS/EPD CARS-BLANKET PO	520.00
Check	01/03/2022	198968	Accounts Payable	FLEXPOST INC	268.33
	Invoice		Date	Description	Amount
	130328		12/14/2021	SIGN POSTS AND BASES	268.33
Check	01/03/2022	198969	Accounts Payable	FREEMAN COMMUNICATIONS	114.75
	Invoice		Date	Description	Amount
	23211203		12/03/2021	FREEMAN HS Speaker Repair	114.75
Check	01/03/2022	198970	Accounts Payable	FREY THE WHEELMAN	616.32
	Invoice		Date	Description	Amount
	4126986+		12/06/2021	GENL PARTS/HARDWARE-BLANKET PO	616.32
Check	01/03/2022	198971	Accounts Payable	GOODYEAR	130.01
	Invoice		Date	Description	Amount
	31319		12/20/2021	TIRES/REPAIRS- BLANKET PO	130.01
Check	01/03/2022	198972	Accounts Payable	HESSELSON'S	2,555.14
	Invoice		Date	Description	Amount
	h120721		12/14/2021	CSEA UNIFORM ALLOWANCE	2,555.14
Check	01/03/2022	198973	Accounts Payable	HIGHWAY TECH SIGNAL EQUIPMENT SALES INC	3,960.00
	Invoice		Date	Description	Amount

	24565	12/14/2021		NAZTEC 2070E TRAFFIC CONTROLLER	3,960.00
Check	01/03/2022	198974	Accounts Payable	HORIZON SOLUTIONS CORP.	203.18
	Invoice	Date		Description	Amount
	5463259	12/13/2021		BULBS & SENSORS	203.18
Check	01/03/2022	198975	Accounts Payable	HORSEHEADS DO-IT CENTER	574.76
	Invoice	Date		Description	Amount
	350523, 350595	12/14/2021		TREE TRIMMING SUPPLIES-BLANKET	574.76
Check	01/03/2022	198976	Accounts Payable	I. D. BOOTH, INC.	728.90
	Invoice	Date		Description	Amount
	S1184678.001	12/16/2021		ID BOOTH Milwaukee Tools	728.90
Check	01/03/2022	198977	Accounts Payable	JOE JOHNSON EQUIPMENT, INC.	427.44
	Invoice	Date		Description	Amount
	P39167	12/06/2021		SANITATION TRUCK PARTS/ BLANKET PO	427.44
Check	01/03/2022	198978	Accounts Payable	JOHN'S EQUIPMENT RENTAL	85.00
	Invoice	Date		Description	Amount
	53875	12/15/2021		LAWN MOWER PARTS/ BLANKET PO	85.00
Check	01/03/2022	198979	Accounts Payable	Johnson Controls Fire Protection LP	1,541.82
	Invoice	Date		Description	Amount
	22635048	12/01/2021		ANNUAL FIRE ALARM/MASTER CLOCK INSPECTION	1,541.82
Check	01/03/2022	198980	Accounts Payable	JUSTIN BAER	132.00
	Invoice	Date		Description	Amount
	JAN 7 TRAIN	12/16/2021		MEALS PER DIEM	132.00
Check	01/03/2022	198981	Accounts Payable	LAFRANCE EQUIPMENT CORP.	723.00
	Invoice	Date		Description	Amount
	62334	12/16/2021		LAFRANCE 2021 Fire Ext Inspections	723.00
Check	01/03/2022	198982	Accounts Payable	LAWMEN SUPPLY COMPANY	990.00
	Invoice	Date		Description	Amount
	21-03052	12/16/2021		9mm SecuriBlank Loud Toxfree GEN2	990.00
Check	01/03/2022	198983	Accounts Payable	LAZ PARKING MGMT.LTD	7,600.11
	Invoice	Date		Description	Amount
	NOVEMBER 2021	12/16/2021		PARKING GARAGE	7,600.11
Check	01/03/2022	198984	Accounts Payable	LINDSEY LAWN & GARDEN, INC.	322.02
	Invoice	Date		Description	Amount
	902187	12/13/2021		JOHN DEERE PARTS/BLANKET PO	322.02
Check	01/03/2022	198985	Accounts Payable	LOWE'S COMPANIES, INC.	1,351.24
	Invoice	Date		Description	Amount
	56587	12/13/2021		OSB BOARD - 64 SHEETS FOR BOARD UPS	1,243.04
	789255	12/14/2021		MISC SUPPLIES-STREET MNT BLANKET PO	108.20
Check	01/03/2022	198986	Accounts Payable	MCDONALD EXCAVATING, INC.	214.00
	Invoice	Date		Description	Amount
	64768a+	11/15/2021		MULCH & DIRT FOR CITY HALL FLOWER BEDS	10.00
	55706	12/20/2021		TOPSOIL FOR STUMPS RFB# 2274 BLANKET PO	204.00
Check	01/03/2022	198987	Accounts Payable	MEDICAL WAREHOUSE	208.74
	Invoice	Date		Description	Amount
	210200	12/16/2021		MEDICAL WAREHOUSE EMS Supplies	208.74
Check	01/03/2022	198988	Accounts Payable	MICHAEL RANGSTROM	147.95
	Invoice	Date		Description	Amount
	SAM'S	12/16/2021		BOOTS	147.95
Check	01/03/2022	198989	Accounts Payable	MIDWEST MOTOR SUPPLY CO INC	1,224.01
	Invoice	Date		Description	Amount

	9469946	12/16/2021		SHOP EQUIP/TOOLS/SUPPLIES-BLANKET PO	1,224.01
Check	01/03/2022	198990	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	42.41
	Invoice	Date		Description	Amount
	IN1649920	12/16/2021		MES SCBA Repair BPO	42.41
Check	01/03/2022	198991	Accounts Payable	MUNICODE	450.00
	Invoice	Date		Description	Amount
	00367384	12/02/2021		CUST ID#10-2097	450.00
Check	01/03/2022	198992	Accounts Payable	NAPA AUTO PARTS	5,828.28
	Invoice	Date		Description	Amount
	6718-047256	12/07/2021		10 TON SERVICE JACK	1,715.00
	6718-046638+	11/29/2021		PARTS/BLANKET PO/SOURCEWELL CONTRACT	223.60
	6718-046298+	11/23/2021		PARTS/BLANKET PO/SOURCEWELL CONTRACT	3,889.68
Check	01/03/2022	198993	Accounts Payable	NOCO	13,183.16
	Invoice	Date		Description	Amount
	SP12201007+	11/08/2021		FUEL - BLANKET PO RFB# 2201	12,391.55
	SP12230811	12/15/2021		FUEL-BLANKET PO RFB#2201 MTGC	791.61
Check	01/03/2022	198994	Accounts Payable	NU-WAY ELMIRA	23.17
	Invoice	Date		Description	Amount
	1174OB6754	12/15/2021		PARTS/EQUIPMENT - BLANKET PO	23.17
Check	01/03/2022	198995	Accounts Payable	NYS ACADEMY OF FIRE SCIENCE	320.00
	Invoice	Date		Description	Amount
	V0034044	12/16/2021		NYS FIRE ACADEMY HazMat Training	320.00
Check	01/03/2022	198996	Accounts Payable	NYS ACADEMY OF FIRE SCIENCE	11,408.00
	Invoice	Date		Description	Amount
	V0034152	12/13/2021		NYS FIRE ACADEMY Training Classes BPO	11,408.00
Check	01/03/2022	198997	Accounts Payable	NYS WORKER'S COMPENSATION BOARD	3,517.58
	Invoice	Date		Description	Amount
	STMT 725	12/16/2021		CUST W817860	3,517.58
Check	01/03/2022	198998	Accounts Payable	NYSEG	30,788.96
	Invoice	Date		Description	Amount
	12/10/21	12/16/2021		ACCT#1005-0397-206	132.46
	12/15/2021	12/16/2021		acct 1901-0000-214	2,648.65
	12/15 stmt	12/16/2021		acct 1901-0154-003	28,007.85
Check	01/03/2022	198999	Accounts Payable	PACE SCHEDULER	4,800.00
	Invoice	Date		Description	Amount
	IN00040022	12/03/2021		annual software	4,800.00
Check	01/03/2022	199000	Accounts Payable	PARMENTER MOTORS, INC.	202.65
	Invoice	Date		Description	Amount
	135266, 135501	12/08/2021		OUTSIDE REPAIRS/BLANKET PO	202.65
Check	01/03/2022	199001	Accounts Payable	PAWS OF NY	1,818.00
	Invoice	Date		Description	Amount
	12/16/21	12/16/2021		ACCT#126	1,818.00
Check	01/03/2022	199002	Accounts Payable	PEOPLEREADY INC	3,234.74
	Invoice	Date		Description	Amount
	27075221	12/14/2021		TEMP SERVICES	3,234.74
Check	01/03/2022	199003	Accounts Payable	PETNY	2,822.00
	Invoice	Date		Description	Amount
	december payment	12/16/2021		worker's comp	2,822.00
Check	01/03/2022	199004	Accounts Payable	PETNY	2,822.00
	Invoice	Date		Description	Amount
	january payment	12/16/2021		worker's comp	2,822.00

Check	01/03/2022	199005 Accounts Payable	PITNEY BOWES	54.00

Invoice	Date	Description	Amount
1019652260	12/16/2021	ACCT#0015532822	54.00

Check	01/03/2022	199006 Accounts Payable	PMAM Corporation	28,087.50

Invoice	Date	Description	Amount
20211157	11/18/2021	Human Capital Management Platform	28,087.50

Check	01/03/2022	199007 Accounts Payable	POINT SPRING & DRIVESHAFT CO.	65.80

Invoice	Date	Description	Amount
T136116, T136154	12/03/2021	HEAVY DUTY PARTS/ RFB# 2077R	65.80

Check	01/03/2022	199008 Accounts Payable	PRAXAIR DISTRIBUTION, INC.	700.26

Invoice	Date	Description	Amount
67766790, 91	12/15/2021	WELDING SUPPLIES - BLANKET PO	700.26

Check	01/03/2022	199009 Accounts Payable	SIMMONS ROCKWELL	134.68

Invoice	Date	Description	Amount
380996	12/08/2021	MANUF. PARTS AS NEEDED-BLANKET PO	134.68

Check	01/03/2022	199010 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	2,027.83

Invoice	Date	Description	Amount
SEE ATTACH NOTE	12/16/2021	OFF 11/25 STATEMENT	2,027.83

Check	01/03/2022	199011 Accounts Payable	STAPLES BUSINESS ADVANTAGE	16.99

Invoice	Date	Description	Amount
3494604833	12/16/2021	RCH 1004277	16.99

Check	01/03/2022	199012 Accounts Payable	STAR GAZETTE	106.76

Invoice	Date	Description	Amount
12/13/21	12/16/2021	AD#2141045545100	106.76

Check	01/03/2022	199013 Accounts Payable	STEWART TITLE INSURANCE CO.	35.00

Invoice	Date	Description	Amount
8117202002	12/16/2021	CUST#6475	35.00

Check	01/03/2022	199014 Accounts Payable	SUBURBAN PROPANE	546.72

Invoice	Date	Description	Amount
12/2/21	12/02/2021	ACCT#2223-229957	546.72

Check	01/03/2022	199015 Accounts Payable	TIME WARNER CABLE	101.41

Invoice	Date	Description	Amount
855263901121121	12/11/2021	YEARLY CABLE AT MTGC/ 202-855263901-001	101.41

Check	01/03/2022	199016 Accounts Payable	TOLEMI	14,680.00

Invoice	Date	Description	Amount
ELMINY002	12/16/2021	Subscription & Licenses	14,680.00

Check	01/03/2022	199017 Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	164.33

Invoice	Date	Description	Amount
80309	12/09/2021	MESSAGING SERVICES	164.33

Check	01/03/2022	199018 Accounts Payable	TRAFFIC SYSTEMS, INC.	2,292.00

Invoice	Date	Description	Amount
29342	12/14/2021	PED BUTTONS AND MOUNTS	2,292.00

Check	01/03/2022	199019 Accounts Payable	UniFirst Corporation	257.70

Invoice	Date	Description	Amount
051-3337318+	12/16/2021	FLOOR MATS FOR BUILDINGS 4TH QTR	137.50
051 3334991+	12/09/2021	LAUNDRY SERVICE - BLANKET PO	120.20

Check	01/03/2022	199020 Accounts Payable	UNITED UNIFORM	2,156.00

Invoice	Date	Description	Amount
1021-343312	12/06/2021	SWAT helmets	2,156.00

Check	01/03/2022	199021 Accounts Payable	UNITED UNIFORM	322.46

Invoice	Date	Description	Amount
I021-343992	12/16/2021	base shirts	322.46

Check 01/03/2022 199022 Accounts Payable VASCO BRANDS, INC. 328.03

Invoice	Date	Description	Amount
X004837,129650,	12/16/2021	CX4814	328.03

Check 01/03/2022 199023 Accounts Payable W.B. MASON 623.33

Invoice	Date	Description	Amount
225251200	11/18/2021	OFFICE SUPPLIES-BLANKET PO	51.88
225845684	12/16/2021	OFFICE SUPPLIES	154.68
225585198	12/16/2021	WB MASON Office Supplies BPO	38.07
226016544	12/16/2021	C2234786	39.36
225726119	12/16/2021	C2234786	339.34

Check 01/03/2022 199024 Accounts Payable WATCH GUARD DIGITAL IN-CAR VIDEO 1,193.75

Invoice	Date	Description	Amount
WARINV005622	12/16/2021	warranty in-car cameras	1,193.75

Check 01/03/2022 199025 Accounts Payable WILLIAMS OIL CO., INC. 221.86

Invoice	Date	Description	Amount
635954	11/15/2021	OIL/LUBRICANTS BLANKET PO	221.86

Check 01/03/2022 199026 Accounts Payable XEROX CORPORATION 813.35

Invoice	Date	Description	Amount
504022358	12/03/2021	CUST#955000963	97.63
504020175	12/03/2021	CUST#952918852	27.16
504022360	12/03/2021	CUST#955001912	110.18
504021872	12/03/2021	954632477	115.65
504022355	12/03/2021	CUST#954996211	33.68
504022870	12/03/2021	CUST#955203344	37.46
504022359	12/03/2021	CUST#955001094	114.68
504021873	12/03/2021	CUST#954633640	117.88
504022114	12/03/2021	CUST#954822383	114.68
015030434	12/04/2021	CUST#722774775	17.09
015030426	12/04/2021	CUST#718422447	6.32
015030432	12/04/2021	CUST#721817914	20.94

Check 01/03/2022 199027 Accounts Payable BRIANA BORDEN 132.00

Invoice	Date	Description	Amount
JAN 7 TRAIN	12/16/2021	MEALS PER DIEM	132.00

Check 01/03/2022 199028 Accounts Payable DATAFLOW 95.00

Invoice	Date	Description	Amount
210119	12/16/2021	BUSINESS CARDS	95.00

Check 01/03/2022 199029 Accounts Payable WESTERN NEW YORK LAW ENFORCEMENT HELPLINE INC 625.00

Invoice	Date	Description	Amount
1/7 TRAINING	12/16/2021	5 OFFICERS CITY OF ELMIRA REGISTRATION	625.00

GENERAL FUND GENERAL FUND Totals: Transactions: 84 $222,198.79

Checks: 84 $222,198.79

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 01/03/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	01/03/2022	199056 Accounts Payable	Bush Electronics, Inc		5,836.64
	Invoice	Date	Description		Amount
	21978	12/23/2021	upfit for 2021 Dodge Police Charger		5,836.64
Check	01/03/2022	199057 Accounts Payable	CARANELL PARKS		50.00
	Invoice	Date	Description		Amount
	#3 - 2021	12/23/2021	ZONING BOARD		50.00
Check	01/03/2022	199058 Accounts Payable	CARL VALLELY		75.00
	Invoice	Date	Description		Amount
	#3 - 2021	12/23/2021	HISTORIC BOARD		75.00
Check	01/03/2022	199059 Accounts Payable	COOKE , COREY		50.00
	Invoice	Date	Description		Amount
	#3-2021	12/23/2021	PLANNING BOARD		50.00
Check	01/03/2022	199060 Accounts Payable	DAVID HARKNESS		50.00
	Invoice	Date	Description		Amount
	#3-2021	12/23/2021	PLANNING BOARD		50.00
Check	01/03/2022	199061 Accounts Payable	DEBORAH WICH		25.00
	Invoice	Date	Description		Amount
	#3 - 2021	12/23/2021	ZONING BOARD		25.00
Check	01/03/2022	199062 Accounts Payable	DIANE JANOWSKI		75.00
	Invoice	Date	Description		Amount
	#3 - 2021	12/23/2021	HISTORIC BOARD		75.00
Check	01/03/2022	199063 Accounts Payable	Elizabeth Chalfant		50.00
	Invoice	Date	Description		Amount
	#3 - 2021	12/23/2021	HISTORIC BOARD		50.00
Check	01/03/2022	199064 Accounts Payable	EMSTAR		96.00
	Invoice	Date	Description		Amount
	2022414	12/23/2021	PROVIDER CARDS		96.00
Check	01/03/2022	199065 Accounts Payable	FIRE ALARM SERVICE TECH.		300.00
	Invoice	Date	Description		Amount
	41064	12/23/2021	FIRE ALARM MONITORING		300.00
Check	01/03/2022	199066 Accounts Payable	FOUNTAIN , MIQUELLE		25.00
	Invoice	Date	Description		Amount
	#3 - 2021	12/23/2021	ZONING BOARD		25.00
Check	01/03/2022	199067 Accounts Payable	GARY D. MILLER		35.98
	Invoice	Date	Description		Amount
	PIZZA REIMBURSEM	12/23/2021	YOUTH COURT MEETINGS		35.98
Check	01/03/2022	199068 Accounts Payable	I. D. BOOTH, INC.		28.06
	Invoice	Date	Description		Amount
	S1214185.001	12/23/2021	PLUG PART		28.06
Check	01/03/2022	199069 Accounts Payable	JOSEPH DERITO		75.00
	Invoice	Date	Description		Amount
	#3 - 2021	12/23/2021	HISTORIC BOARD		75.00

Check	01/03/2022	199070 Accounts Payable	JOSEPH MUSTICO	75.00
	Invoice	Date	Description	Amount
	#3-2021	12/23/2021	PLANNING BOARD	75.00
Check	01/03/2022	199071 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	1,026.67
	Invoice	Date	Description	Amount
	1609924,1604950	12/23/2021	CREDIT 128837	1,026.67
Check	01/03/2022	199072 Accounts Payable	NYS ACADEMY OF FIRE SCIENCE	81.00
	Invoice	Date	Description	Amount
	V0034129	12/23/2021	NYS FIRE ACADEMY Training Classes BPO	81.00
Check	01/03/2022	199073 Accounts Payable	R S PARKER LANDSCAPING	10,752.00
	Invoice	Date	Description	Amount
	9277	12/23/2021	JUNK & DEBRIS Abatements - November, 2021	10,752.00
Check	01/03/2022	199074 Accounts Payable	ROBERT BUTCHER	75.00
	Invoice	Date	Description	Amount
	#3 - 2021	12/23/2021	HISTORIC BOARD	75.00
Check	01/03/2022	199075 Accounts Payable	SANDY'S SEWING	3.00
	Invoice	Date	Description	Amount
	155585	12/23/2021	PATCHES FOR PANTS	3.00
Check	01/03/2022	199076 Accounts Payable	T2 Professional Consulting LLC	14,250.00
	Invoice	Date	Description	Amount
	COE-0001	12/23/2021	On-Boarding, Custom Policy creation ,rewrite, training, etc	14,250.00
Check	01/03/2022	199077 Accounts Payable	TIMOTHY TOBIN	50.00
	Invoice	Date	Description	Amount
	#3 - 2021	12/23/2021	ZONING BOARD	50.00
Check	01/03/2022	199078 Accounts Payable	WILLIAM KNAPP	50.00
	Invoice	Date	Description	Amount
	#3 - 2021	12/23/2021	PLANNING BOARD	50.00
Check	01/03/2022	199079 Accounts Payable	WILLIAM MCCARTHY	50.00
	Invoice	Date	Description	Amount
	#3 - 2021	12/23/2021	ZONING BOARD	50.00
Check	01/03/2022	199080 Accounts Payable	DON REILLY	7.62
	Invoice	Date	Description	Amount
	TM#89.14-2-15	12/23/2021	TAX OVERPAYMENT	7.62
Check	01/03/2022	199081 Accounts Payable	HAILEY COOK	35.00
	Invoice	Date	Description	Amount
	HDD2021092	12/23/2021	SPAY / NEUTER DEPOSIT REFUND	35.00
Check	01/03/2022	199082 Accounts Payable	RICHARD HOSKINS	25.00
	Invoice	Date	Description	Amount
	#3 - 2021	12/23/2021	PLANNING BOARD	25.00
Check	01/03/2022	199083 Accounts Payable	ROGER J CARLING, LLC	998.76
	Invoice	Date	Description	Amount
	TM#89.15-12-9	12/23/2021	TAX OVERPAYMENT	998.76

GENERAL FUND GENERAL FUND Totals: Transactions: 28 $34,250.73

Checks: 28 $34,250.73

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 01/03/2022

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

Bank Account: CAP CHECK - CAPITAL CHECKING

Type	Date	Number Source	Payee Name / Description	Amount
Check	01/03/2022	104509 Accounts Payable	CHAPEL LUMBER COMPANY	59.50
Invoice	Date		Description	Amount
2112-036698	12/07/2021		STAKES/ADA RAMP/ROAD PROG-BLANKET PO	59.50
Check	01/03/2022	104510 Accounts Payable	GAMETIME	58,726.76
Invoice	Date		Description	Amount
PJI-0170496	10/14/2021		MARK TWAIN RIVERFRONT DRI-SPRAYPAD	58,726.76
Check	01/03/2022	104511 Accounts Payable	HUNT ENGINEERS, ARCHITECTS & LAND S	38,266.79
Invoice	Date		Description	Amount
44005	12/14/2021		CENTERTOWN PARKING GARAGE IMP	29,819.97
44150	12/20/2021		MARK TWAIN RIVERFRONT IMP PROJECT	8,446.82
Check	01/03/2022	104512 Accounts Payable	J.F. & J.P. WENZEL	2,782.43
Invoice	Date		Description	Amount
104999	12/09/2021		2021 ROAD PROG/ADA RAMPS/ RFB# 2206	2,782.43
Check	01/03/2022	104513 Accounts Payable	L.C. WHITFORD COMPANY, INC.	371,497.20
Invoice	Date		Description	Amount
6754.90 EST. 8	12/09/2021		MAIN ST BRIDGE REHAB/CONSTR/6754.90	371,497.20
Check	01/03/2022	104514 Accounts Payable	L.C. WHITFORD COMPANY, INC.	924,236.70
Invoice	Date		Description	Amount
6755.31 EST. 8	12/09/2021		MAIN ST BRIDGE REHAB/CONSTR/6754.90	924,236.70
Check	01/03/2022	104515 Accounts Payable	NORTHEAST SIGNAL	13,400.00
Invoice	Date		Description	Amount
211216BS2	12/16/2021		MIOVISION VIDEO DETECTION SYSTEM	13,400.00
Check	01/03/2022	104516 Accounts Payable	R. DEVINCENTIS CONSTRUCTION, INC.	211,772.52
Invoice	Date		Description	Amount
6755.09 EST. 20	12/06/2021		LAKE ST PED/CONSTRUCTION 6755.09	211,772.52
Check	01/03/2022	104517 Accounts Payable	R. DEVINCENTIS CONSTRUCTION, INC.	203,423.00
Invoice	Date		Description	Amount
6755.09 EST. 21	12/17/2021		LAKE ST PED/CONSTRUCTION 6755.09	203,423.00

CAP CHECK CAPITAL CHECKING Totals: Transactions: 9 $1,824,164.90

Checks: 9 $1,824,164.90

HAND CHECKS DETAILS	$31,650.13
CAPITAL HAND CHECKS DETAIL	$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/14/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	12/14/2021	198944 Accounts Payable	PITNEY BOWES		3,000.00

Invoice	Date	Description	Amount
ACT 49359086	12/14/2021	Postage Reserve Account 49359086	3,000.00

GENERAL FUND GENERAL FUND Totals: Transactions: 1 $3,000.00

Checks: 1 $3,000.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/17/2021

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/17/2021	198945 Accounts Payable	CHASE CARD SERVICES		5,484.13

Invoice	Date	Description	Amount
Stmt 11/7-12/6	12/16/2021	Acct 4246 3152 3897 7290	5,484.13

GENERAL FUND GENERAL FUND Totals: Transactions: 1 $5,484.13

Checks: 1 $5,484.13

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/23/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	12/23/2021	199030	Accounts Payable	ANTOINETTE WISNIEWSKI		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199031	Accounts Payable	ARCHIE STURCH		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199032	Accounts Payable	BONNIE SWEENEY		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199033	Accounts Payable	ELLEN MURPHY		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199034	Accounts Payable	EUGENE OTTAVIANI		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199035	Accounts Payable	GAIL SHAW		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199036	Accounts Payable	GEORGE HENDRIX		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199037	Accounts Payable	JAMES A. BAKER		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199038	Accounts Payable	JAMES GENSEL		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199039	Accounts Payable	JAMES LARSON		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199040	Accounts Payable	JOAN GENSEL		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199041	Accounts Payable	JOHN MARKS		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199042	Accounts Payable	LINDA MARKS		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00
Check	12/23/2021	199043	Accounts Payable	LINDA NOTO		891.00
	Invoice	Date		Description		Amount
	MDCR PT B 2	12/21/2021		MEDICARE PT B PT 2		891.00

Check	12/23/2021	199044 Accounts Payable	LINDA STURCH		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199045 Accounts Payable	MARY HELEN HALL		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199046 Accounts Payable	MARY LARSON		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199047 Accounts Payable	PATRICIA A. LYNCH		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199048 Accounts Payable	PATRICK SHAW		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199049 Accounts Payable	RICHARD HALL		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199050 Accounts Payable	ROY VANATTA		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199051 Accounts Payable	SHARON HENDRIX		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199052 Accounts Payable	STANLEY WISNIEWSKI		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199053 Accounts Payable	SUZANNE MORRISSEY		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199054 Accounts Payable	THOMAS MORRISSEY		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	
Check	12/23/2021	199055 Accounts Payable	THOMAS WALKER		891.00
	Invoice	Date	Description	Amount	
	MDCR PT B 2	12/21/2021	MEDICARE PT B PT 2	891.00	

GENERAL FUND GENERAL FUND Totals: Transactions: 26 $23,166.00

Checks: 26 $23,166.00

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2022-22

Sponsor: Nan Moss

ATTACHMENTS

Adjournment Jan 3.docx

January 3, 2022

RESOLUTION

NO. 2022 – _____

By: ______________________________

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Tuesday, January 18, 2022, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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