	APPROVAL OF MINUTES
2022-43	**Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, January 18, 2021.**
	FIRST PUBLIC COMMENT PORTION
	IDENTIFICATION OF CONSENT ITEMS
	RESOLUTIONS
2022-44	**Act on resolution scheduling a public hearing for the purposes of receiving comments from the public regarding proposed Local Law No. 1 of 2022 to Amend Section 154(h)(1) of the Charter of the City of Elmira on Monday, February 14, 2022 at 5:30 p.m. via telephone conference by dialing 1-415-655-0002; Access Code 715 618 447#.**
2022-45	**Act on resolution for a first reading of proposed Local Law #1 of 2022 entitled "A Local Law of the City of Elmira, New York, to Amend Section 154(h)(1) of the Charter of the City of Elmira".**
2022-46	**Act on resolution approving and adopting the Capital Budget for the City of Elmira for the year 2022, a summary of which is attached hereto.**
2022-47	**Act on resolution approving and adopting the Operating Budget for the City of Elmira for the year 2022, a summary of which is attached hereto.**
	ORDINANCE
2022-48	**Act on Ordinance to amend Section 14-147(a)(2) of the City of Elmira Code of Ordinances.**
	AGREEMENTS
2022-49	**Receive communication from the City Manager and act on**

resolution approving a Supplemental License Agreement between the City and Eldridge Park Carousel Preservation Society, Inc. pertaining to the erection of a spray/splash pad at Eldridge Park and authorizing the Mayor to execute said Supplemental License Agreement; said Agreement subject to Corporation Counsel approval.

2022-50 **Receive communication from the City Manager and act on resolution approving an intermunicipal agreement between the City and Chemung County whereby the City shall provide maintenance, repair, and replacement services of electronic traffic control devices owned by the County located outside of the City for a one-year term commencing retroactive to January 1, 2022 and expiring on December 31, 2022 and authorizing the Mayor to execute the Agreement; said Agreement subject to Corporation Counsel approval.**

2022-51 **Receive communication from the City Manager and act on resolution regarding an extension of the February 9, 2021 Agreement with New York State Industries for the Disabled, Inc. (NYSID) to continue to provide janitorial services at City Hall, the Department of Public Works building, and 312 Lake Street for 3 additional months retroactive to January 1, 2022 and expiring March 31, 2022 under the same terms and conditions as set forth in the February 9, 2021 Agreement as outlined on the attached Request for Price Concurrence at a cost to the City of $11,791.05 and authorizing the Mayor to execute said Extension Agreement; said Agreement subject to Corporation Counsel approval.**

2022-52 **Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an Intermunicipal Agreement between the City, County of Chemung and Town of Baldwin whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law at a cost of $6,250.00 retroactive to January 1, 2022 and expiring December 31, 2022, which amount will be paid by Chemung County on behalf of the Town; said Agreement subject to Corporation Counsel approval.**

2022-53 **Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with Chemung County whereby the City will provide to the County's Rabies Program an animal handler and specimen services pertaining to dogs, cats, ferrets, wildlife and other mammals for the calendar year 2022, commencing retroactive to January 1, 2022 and expiring December 31, 2022, and for which the County shall pay to the City for said services the sum of $5,000.00; said Agreement subject to Corporation Counsel approval.**

2022-54 **Receive communication from the City Manager and act on resolution accepting the proposal submitted by Irrigation Consulting, Inc. for consultant services for the redesign of the irrigation system at the Mark Twain Golf Course at a cost to the City of $66,500.00 and authorizing the Mayor to execute an Agreement with Irrigation Consulting, Inc.; said Agreement subject to Corporation Counsel approval.**

AUDITS

2022-55 **Act on Lead Hazard Reduction Grant Program Audit**

2022-56 **Act on Community Development Block Grant Program Audit.**

2022-57 **American Rescue Plan - Non Profit Program**

2022-58 **American Rescue Plan - Business Program**

2022-59 **Act on Audit**

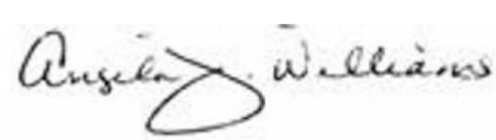
SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2022-60 **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, January 18, 2021.

Resolution Number: 2022-43

Sponsor:

ATTACHMENTS

Beginning January 31.docx

January 31, 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 31st 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 January 18, 2022, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Act on resolution scheduling a public hearing for the purposes of receiving comments from the public regarding proposed Local Law No. 1 of 2022 to Amend Section 154(h)(1) of the Charter of the City of Elmira on Monday, February 14, 2022 at 5:30 p.m. via telephone conference by dialing 1-415-655-0002; Access Code 715 618 447#.

Resolution Number: 2022-44

Sponsor:

ATTACHMENTS

resolution sch PH LL#1 of 2022 amend section 154(h)(1) of Charter 1.31.2022.doc

January 31, 2022

RESOLUTION
NO. 2022 - ______

By Councilmember ________________:

RESOLVED, that the proposed ***Local Law No. 1 of 2022, "A Local Law of the City of Elmira, New York, to Amend Section 154(h)(1) of the Charter of the City of Elmira"***, be received and ordered printed in the minutes; and be it further

RESOLVED, that a public hearing be held on said local law before this Council on Monday, February 14, 2022 at 5:30 p.m. via telephone conference by dialing 1-415-655-0002; Access Code 715 618 447# 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 for a first reading of proposed Local Law #1 of 2022 entitled "A Local Law of the City of Elmira, New York, to Amend Section 154(h)(1) of the Charter of the City of Elmira".

Resolution Number: 2022-45

Sponsor:

ATTACHMENTS

resolution LL#1 of 2022 amend section 154(h)(1) of Charter 1.31.2022 - first reading.doc

January 31, 2022

RESOLUTION
NO. 2022- ______

By Councilmember **____________________**:

Council as a whole presented the following proposed Local Law No. 1 of 2022, entitled ***"A LOCAL LAW of the City of Elmira, New York, to Amend Section 154(h)(1) of the Charter of the City of Elmira",*** for a first reading at this meeting of the City Council on Monday, January 31, 2022.

LOCAL LAW NO. 1 OF 2022

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

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

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

h. (1) Construct or build any sidewalk or any part or portion of any sidewalk in such a manner and with such material as in the judgment of said city manager may be deemed best; repair any sidewalk upon any street, or any part or any portion of any street in such manner and with such material as in the judgment of said city manager may be deemed best, regulate or change the width of space between a sidewalk and the curb line in the street. The owner or owners of property along or in front of which a sidewalk is to be built or rebuilt may, upon request in writing go the city manager, be given permission to build or rebuild such sidewalk, without expense to the city, in conformity, however, with all the requirements of the city manager as to time of building or rebuilding, material therefor, grade and line thereof, and manner and method of construction. If such requirements are not complied with, the city manager shall make such sidewalk conform therewith. Any owner, contractor, or other person who neglects or refuses to comply with or violates any order, the city manager is authorized to make, shall be subject to the penalties prescribed in section one hundred and sixty-six of the city charter. The owner or owners of the property along or in front of which or any part of which, a sidewalk is constructed, built, rebuilt or repaired, shall pay to the city chamberlain the entire cost of the rebuilding or repairing of any sidewalk along and in front of his or their property or any part thereof; provided, however, the City Council may provide that the city shall pay all or a portion of such cost in which case the owner shall pay to the city chamberlain the portion of the cost not paid by the city. In the event of failure of said owner or owners to pay for said sidewalk as aforesaid, the same shall be collected in the same manner as provided in section one hundred sixty-two of the city charter.

Before the same shall be collected, the city manager shall present to the council the statement of the ascertainment and assessment of the entire cost of such sidewalk being constructed, built or rebuilt, or repaired, and the council shall thereupon give notice of a public hearing to be held at least seven calendar days following the delivery of such ascertainment and assessment upon notice to be published once in the official newspaper at least three days prior to said hearing, which notice shall state that the council will, on the date therein specified, consider the ascertainment and assessment for the purpose of confirmation. At the time so specified, any person charged with the cost of construction, building or rebuilding, or repairing of any sidewalk may appear before the council for the purpose of correcting any error in the amount of the charge. The council may thereupon correct or confirm such assessment without further notice. The owner or owners, occupant or occupants of the property along or in front of which, or any part of which, a sidewalk is constructed or built, shall clean the snow and ice from such sidewalk within twelve hours after the snow fall has ceased, or the ice to form, and in case said owner or owners, or occupants shall neglect to clean such snow and ice from such sidewalk within such time, the same may be done by and under the direction of the city manager and the city shall assess against the real property a charge equal to the cost actually incurred by or on behalf of the city for labor, equipment, materials, an administrative fee of $70.00, and any other costs necessary to effectuate the snow and ice removal.

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

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

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

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Act on resolution approving and adopting the Capital Budget for the City of Elmira for the year 2022, a summary of which is attached hereto.

Resolution Number: 2022-46

Sponsor:

ATTACHMENTS

resolution 2022 adopting capital budget 1.31.2022.docx
2022 Capital Budget - summary for publication.doc

January 31, 2022

RESOLUTION
No. 2022 - ______

By Councilmember _____________________:

WHEREAS, the City Council having received the City Manager's Proposed Capital Budget for the year 2022;

NOW, THEREFORE, be it

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve and adopts the Capital Budget for the City of Elmira for the year 2022, a summary of which is attached hereto; and be it further

RESOLVED, that no capital project set forth in the attached budget shall be undertaken until the necessary funding for any such project has been approved by this Council.

ADOPTED BY THE FOLLOWING VOTE

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

Pursuant to Section 51 of the City Charter, City Manager's proposed City Capital Budget for the year 2022:

Description	Spending	State	Federal	Other & CD	2022 Borrowings
CAPITAL PROJECTS:					
Parks & Recreation	120,000	-	-	15,000	105,000
Golf Course	285,000	-	-	-	285,000
Transportation	2,358,600	1,444,573	-	150,000	764,027
Buildings	720,000	-	-	-	720,000
Emergency Services	491,500	6,500	318,000	-	167,000
Fleet	901,000	-	-	-	901,000
Management Services	47,235	-	-	-	47,235
ARP	7,200,000	600,000	6,600,000	-	-
DRI / RestoreNY / TAP	-	-	-	-	-
Other	50,000	50,000	-	-	-
	12,173,335	**2,101,073**	**6,918,000**	**165,000**	**2,989,262**
	100.0%	17.3%	56.8%	1.3%	24.6%

WITNESS MY HAND AND THE SEAL OF THE CITY OF ELMIRA, NEW YORK THIS ______ DAY OF JANUARY, 2022.

ATTEST:

Angela J. Williams
City Clerk

Daniel J. Mandell
Mayor

Agenda Summary: Act on resolution approving and adopting the Operating Budget for the City of Elmira for the year 2022, a summary of which is attached hereto.

Resolution Number: 2022-47

Sponsor:

ATTACHMENTS

resolution adopting 2022 operating budget 1.31.2022.docx
2022 Operating Budget - summary for publication.doc

January 31, 2022

RESOLUTION
NO. 2022 - ______

By Councilmember __________________:

WHEREAS, on November 12, 2021, the City Manager submitted to the City Council a proposed 2022 Operating Budget; and

WHEREAS, the City Council has conducted Budget workshops to review said Budget;

NOW, THEREFORE, be it

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve and adopts the 2022 Operating Budget, a summary of which is attached hereto.

ADOPTED BY THE FOLLOWING VOTE

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

Pursuant to Section 51 of the City Charter, below is the City Manager's proposed City Budget for the year 2022:

TO THE GENERAL FUND FOR:

General Government Support	$ 3,459,608.00
Public Safety	13,902,585.00
Health	0.00
Transportation	1,502,924.00
Economic Assistance & Opportunity	153,603.00
Culture & Recreation	776,386.00
Home & Community Service	1,065,396.00
Employee Benefits	9,148,494.00
Debt Service	148,864.00
Interfund transfer	3,790,676.00
TOTAL EXPENDITURES	$ 33,948,536.00
Less: Estimated Revenue Other Than Property Taxes	18,352,040.00
AGGREGATE TOTAL TO BE RAISED	
BY TAXATION FOR ALL PURPOSES:	15,467,893.00
Budgeted Surplus	0.00
For Downtown Development District	128,603.00
	$ 33,948,536.00

WITNESS MY HAND AND THE SEAL OF THE CITY OF ELMIRA, NEW YORK THIS _______ DAY OF JANUARY, 2022.

ATTEST:

Angela J. Williams
City Clerk

Daniel J. Mandell
Mayor

Agenda Summary: Act on Ordinance to amend Section 14-147(a)(2) of the City of Elmira Code of Ordinances.

Resolution Number: 2022-48

Sponsor:

ATTACHMENTS

ord amend section 14-147(a)(2) - penalties 1.31.2022.doc

January 31, 2022

ORDINANCE
NO. 2022 - ______

AN ORDINANCE TO AMEND SECTION 14-147(a)(2) OF THE CITY OF ELMIRA CODE OF ORDINANCES

By Councilmember ___________________:

BE IT ORDAINED, by the City Council of the City of Elmira, New York, duly convened at a regular session this 31st day of January, 2022, as follows:

Section 1. Section 14-147(a)(2) of the Code of Ordinances is amended to read as follows:

> Upon the first violation within a three-year period the penalty shall be $100.00, and upon the second violation within a three-year period the penalty shall be $200.00, and upon any subsequent violation within a three-year period the penalty shall be $500.00.

Section 2. All ordinances and parts of ordinances heretofore passed which are in conflict or are inconsistent with any provision or provisions of this ordinance are hereby repealed.

Section 3. **Effective Date.** This ordinance shall take effect immediately upon adoption and publication according to law.

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 approving a Supplemental License Agreement between the City and Eldridge Park Carousel Preservation Society, Inc. pertaining to the erection of a spray/splash pad at Eldridge Park and authorizing the Mayor to execute said Supplemental License Agreement; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2022-49

Sponsor:

ATTACHMENTS

resolution supplemental license agmt eldridge park carousel preservation society spray-splash pad 1.31.2022.doc
supplemental license agreement - eldridge park carousel preservation society splash pad.pdf

January 31, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Presently, there is a Master License Agreement between the City and Eldridge Park Carousel Preservation Society, Inc. (Society) under which the Society manages the operations at Eldridge Park (Park). The Master License Agreement permits the Society to erect structures in the Park with prior written approval of the City Manager. The Society desires to cause to be erected within the Park a "spray/splash pad" ("Pad"). The Society will be solely responsible for the cost to purchase the "Pad" and any necessary accessory equipment and all costs incurred in the installation of the "Pad". In addition, the Society shall be solely responsible for all maintenance and repair costs of the "Pad".

The following resolution authorizes a Supplemental License Agreement permitting the erection of the "Pad".

Respectfully submitted,

P. Michael Collins
City Manager

January 31, 2022

RESOLUTION
NO. 2022 – _______

By Councilmember _________________________:

RESOLVED, that the communication from the City Manager regarding a proposed Supplemental License Agreement between the City and Eldridge Park Carousel Preservation Society, Inc. for the erection of a spray/splash pad at Eldridge Park, 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 a Supplemental License Agreement between the City and Eldridge Park Carousel Preservation Society, Inc. pertaining to the erection of a spray/splash pad at Eldridge Park; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Supplemental License Agreement, a copy of which 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	

SUPPLEMENTAL LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of ______________, 20~~21~~22 by and between

> ***THE CITY OF ELMIRA, NEW YORK***, a municipal corporation having its principal office at 317 East Church Street, Elmira, NY 14901 (hereinafter "Licensor"),

and

> ***ELDRIDGE PARK CAROUSEL PRESERVATION SOCIETY, INC.***, a not-for-profit corporation organized under the laws of the State of New York and having its place of business at P.O. Box 3056, Elmira, NY 14905 (hereinafter "Licensee").

W I T N E S S E T H:

WHEREAS, the Licensor and the Licensee are parties to a Master License Agreement ("Master Agreement") pertaining to City-owned Eldridge Park ("Park")dated April 29, 2014, which Agreement has been extended to March 31, 2024 pursuant to Section 3 of said Master Agreement; and

WHEREAS, Section 5(B) of the Master Agreement permits Licensee to erect structures in the Park with the prior written approval of Licensor's City Manager; and

WHEREAS, the Licensee desires to cause to be erected within the "Park" a "spray/splash pad" ("Pad"); and

WHEREAS, the parties desire to establish their respective rights and obligations with respect to the ownership, installation and maintenance of the "Pad"; and

WHEREAS, the installation of the "Pad" will enhance the recreational opportunities for residents of the City and the region;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Licensor grants to Licensee permission to purchase and cause to be installed a "Pad" at the location shown on attached Schedule "A", subject to the provisions set forth in this Agreement.

2. Notwithstanding the provision regarding ownership of the structures set forth in Section 5(B) of the Master Agreement, upon expiration or termination of the Master Agreement, the Licensor shall own the "Pad" and all accessory equipment necessary for its operation.

3. The Licensee shall be responsible for the cost to purchase the "Pad" and any necessary accessory equipment and all costs incurred in the installation of the "Pad". The installation shall be in accordance with design specifications prepared by Hunt Engineers. All labor costs incurred in the installation of the "Pad" must comply with New York State prevailing wage rates.

4. Licensor, at its expense, shall provide electricity and water for the "Pad's" operation. In addition, Licensor shall cause to be installed a water meter solely dedicated to the "Pad's" usage.

5. Licensee shall be solely responsible for all maintenance and repair costs of the "Pad" including, but not limited to, all accessory equipment used in the operation of the "Pad". Licensee shall also be responsible for the seasonal opening and closing of the "Pad". Licensor agrees at the seasonal closing of the "Pad" to perform a "blowout" of the "Pad's" water pipes.

6. Licensee acknowledges and agrees that other than the terms, conditions and provisions set forth herein, the terms, conditions and provisions of the Master License Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Supplemental License Agreement on the date set forth opposite their signature.

THE CITY OF ELMIRA, NEW YORK

Dated: _____/_____/202___ ***By:*** ______________________________
Daniel J. Mandell, Jr./Its Mayor
Resolution No. 202 - _______

ELDRIDGE PARK CAROUSEL RESTORATION SOCIETY, INC.

Dated: 1 / 14 /2022 ***By:*** ______________________________
Robert Kramarik, Jr./Its President

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

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

____
Notary Public

FLORIDA
STATE OF ~~NEW YORK~~)
BREVARD ***) SS:***
COUNTY OF ~~CHEMUNG)~~

On this 14TH day of JANUARY, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared ***ROBERT KRAMARIK, JR.***, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANGELA N. CABRERA
Commission # GG 243884
Expires November 4, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

____
Notary Public

Agenda Summary: Receive communication from the City Manager and act on resolution approving an intermunicipal agreement between the City and Chemung County whereby the City shall provide maintenance, repair, and replacement services of electronic traffic control devices owned by the County located outside of the City for a one-year term commencing retroactive to January 1, 2022 and expiring on December 31, 2022 and authorizing the Mayor to execute the Agreement; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2022-50

Sponsor:

ATTACHMENTS

resolution city-county electronic traffic control maintenance agmt 2022 1.31.2022.docx
city-county intermunicipal agmt - traffic signal maintenance 2022.docx

January 31, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The County has requested the City to provide maintenance, repair, and replacement services of electronic traffic control devices owned by the County and located outside of the City. An Intermunicipal Agreement has been prepared, and a copy is attached to the following resolution. The City will provide the services on a work order basis, which will include hourly wage, a fringe wage at a rate of 68% of the hourly wage, equipment charge, material charge for materials purchased by the City, and overtime, if applicable, plus after-hour emergency services at the rate of $70.66 or $80.57 per hour per employee, depending on the City employee performing the service (two-hour minimum). The Agreement is for a one-year term commencing retroactive to January 1, 2022 and terminating on December 31, 2022.

The following resolution approves the Intermunicipal Agreement and authorizes the Mayor to execute the Agreement.

Respectfully yours,

P. Michael Collins
City Manager

January 31, 2022

RESOLUTION
NO. 2022 - _______

By Councilmember ___________________:

RESOLVED, that the communication from the City Manager dated January 31, 2022 regarding an Intermunicipal Agreement between the City and County of Chemung, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve an Intermunicipal Agreement whereby the City shall provide maintenance, repair, and replacement services of electronic traffic control devices owned by the County located outside of the City on a work order basis; said Agreement will be for a one-year term commencing retroactive to January 1, 2022 and expiring on December 31, 2022; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Intermunicipal Agreement, copy of which 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
ELECTRONIC TRAFFIC CONTROL DEVICES

THIS AGREEMENT made this ____ day of______________, 2022, by and between

CITY OF ELMIRA, NEW YORK, 317 East Church Street,
Elmira, NY 14901 (hereinafter ***"City"***)

and

COUNTY OF CHEMUNG, NEW YORK, 203 Lake Street,
Elmira, NY 14901 (hereinafter ***"County"***).

WHEREAS, the Legislature and the Governor of the State of New York have authorized initiatives "to improve the efficiency of local government" by means of intermunicipal shared services agreements; and

WHEREAS, the City has employees experienced in the maintenance, repair and replacement of electronic traffic control devices; and

WHEREAS, the County is in need of acquiring maintenance, repair and replacement services ("Services") for its electronic traffic control devices under its jurisdiction within the County; and

WHEREAS, the County is desirous of having the City provide these Services and the City is willing to do so; and

WHEREAS, the City and the County desire to enter into an Intermunicipal Agreement setting forth each party's rights and responsibilities regarding the agreed upon Services; and

WHEREAS, General Municipal Law section 119-o authorizes municipal corporations to enter into an agreement pertaining to shared services;

NOW, THEREFORE, the City and County mutually agree as follows:

SECTION 1
TERM

This Agreement shall be retroactive to January 1, 2022 and shall expire on December 31, 2022, unless sooner terminated or extended.

SECTION II
DESCRIPTION OF INTERMUNICIPAL SERVICES

The City shall provide the Services for county-owned electronic traffic control devices located outside of the City within the County of Chemung. The City shall provide the Services in accordance with the terms and conditions set forth in Schedule A attached hereto and made a part hereof.

SECTION III
CONSIDERATION

In consideration for the City providing these Services, the City will invoice the County on a work order basis. The work order billing will include hourly wage, fringe wage at a rate of sixty-eight percent (68%) of the hourly wage, equipment charge, material charge if material is purchased by the City, and overtime if applicable. For after normal hour service rendered on an emergency basis, the work order labor billing will be at the rate of $70.66 or $80.57 per hour, per employee, depending on the City employee performing the Service (two-hour minimum), plus an equipment charge and material charge, if any. The County will pay the City the invoiced amount within thirty (30) days after submission to the County.

SECTION IV
EMPLOYMENT / INSURANCE / INDEMNIFICATION

The City shall use its employees for the services provided and shall accordingly be deemed the "Employer", and shall procure and keep in effect all necessary insurances (liability, worker's compensation, etc.) and shall indemnify County against any accident to a City employee, or to a third party due to the City's negligence.

SECTION V
RECORDS RETENTION AND ACCESS

The City and the County agree to retain all books, records and other documents pertinent to the Services rendered in accordance with federal and state law. At all times during the term of this Agreement, each party shall have access to any and all records pertaining to the Services rendered and, upon request, each party promptly shall provide copies of records and materials to the requesting party.

SECTION VI
COOPERATION

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

SECTION VII
GENERAL PROVISIONS

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

SECTION VIII
TERMINATION

Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other.

SECTION IX
NOTICES

All notices under this Agreement, including any notice pursuant to section VIII hereinabove, shall be in writing and shall be either personally served upon or mailed by certified mail, return receipt to:

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

For the County:
Commissioner of Public Works
803 Chemung Street
Horseheads, NY 14845

SECTION X
HEADINGS

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

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

CITY OF ELMIRA, NEW YORK

By: _______________________________
Daniel J. Mandell, Jr.
Mayor
Resolution No. 2022 - ______

COUNTY OF CHEMUNG, NEW YORK

By: ________________________________
Christopher Moss
County Executive
Resolution No. 2022-009

SCHEDULE "A"
SERVICES

1. All necessary parts and materials to maintain the County signals will be purchased by the County and stored at the City.

2. The County will provide personnel for flaggers and any other function necessary for the City to safely carry out the required Services.

3. Preventative maintenance inspections will be a part of the City Services. The City will provide a written annual report to the County detailing the state of the County signals. The City will automatically perform ordinary maintenance repairs. Replacement of a part having a material cost of more than $1,000 must have the prior consent of the County. The required consent applies only to the material cost, not the labor cost. All equipment purchases shall be made in accordance with New York State Department of Transportation standards for electronic traffic control devices.

4. The City will provide Services during normal working hours: 7:30 a.m. to 3:30 p.m., Monday through Friday. If the City is working on a job that requires overtime, the City will continue to stay on site past 3:30 p.m. The City also will provide Services after normal working hours and on Saturday, Sunday and holidays on the basis that the City will have no obligation to do so but the City shall have the right of first refusal to provide the Services.

5. After hour service will be the responsibility of the County.

6. Coordination for additional assistance, including flaggers, will be handled by the County's General Highway Supervisor and the City's Electrical Supervisor.

Agenda Summary:

Receive communication from the City Manager and act on resolution regarding an extension of the February 9, 2021 Agreement with New York State Industries for the Disabled, Inc. (NYSID) to continue to provide janitorial services at City Hall, the Department of Public Works building, and 312 Lake Street for 3 additional months retroactive to January 1, 2022 and expiring March 31, 2022 under the same terms and conditions as set forth in the February 9, 2021 Agreement as outlined on the attached Request for Price Concurrence at a cost to the City of $11,791.05 and authorizing the Mayor to execute said Extension Agreement; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2022-51

Sponsor:

ATTACHMENTS

resolution 3-month extension NYSID janitorial services 1.31.2022.doc
City of Elmira Price Concurrence Extension 1.1.2022 - 3.31.2022.docx

January 31, 2022

FOR THE AGENDA
COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

By Resolution No. 2021-47, the City Council approved an agreement dated February 9, 2021 with New York State Industries for the Disabled, Inc. (NYSID) to provide janitorial services at City Hall, the Department of Public Works building, and 312 Lake Street. The resolution specifically provided that the amount to be paid to NYSID was $47,164.10, plus a $50.00 per hour emergency service charge. The February 9, 2021 agreement was to expire December 31, 2021.

The City and NYSID have agreed to extend the Agreement for three (3) months retroactive from January 1, 2022 and expiring March 31, 2022, under the same terms and conditions as set forth in the February 9, 2021 at a cost to the City of $11,791.05 as outlined on the attached Request for Price Concurrence.

The following resolution authorizes a three-month extension of the Agreement with NYSID to provide janitorial services and authorizes the Mayor to execute the extension agreement.

Respectfully submitted,

P. Michael Collins
City Manager

January 31, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember ____________________________:

RESOLVED, that the communication from the City Manager regarding the extension of the February 9, 2021 Agreement with New York State Industries for the Disabled, Inc. (NYSID) to continue to provide janitorial services at City Hall, the Department of Public Works building and 312 Lake Street, 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 NYSID to provide janitorial services for three (3) additional months retroactive from January 1, 2022 and expiring March 31, 2022, under the same terms and conditions as set forth in the February 9, 2021 Agreement at a cost to the City of $11,791.05; and be it further

***RESOLVED*,** that the Mayor be and is hereby authorized to execute an extension agreement with NYSID; 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	

Request for Price Concurrence

NYSID
Purchasing That Powers Employment

Date Sent:	January 24, 2022
Contracting Agency:	City of Elmira
Customer Contact:	Tricia Wise
Job Title:	Purchasing Coordinator
Street Address:	203 Lake Street, PO Box 588
City, State Zip:	Elmira, NY 14902-0588

PLEASE UPDATE INFORMATION IF NEEDED

Phone: 607-737-2917 Fax# E-Mail: twise@co.chemung.ny.us; ksullivan@chemungcountyny.gov

Member Agency: Chemung-Schuyler Counties Chapter, NYSARC, Inc. dba The Arc of Chemung-Schulyer
Service Janitorial
Location: City Hall, Public Works Bldg. & 312 Lake Street

Proposed Price:
City Hall - $26,130.44/yr = $2,177.54/m
Public Works Building - $15,092.98/yr = $1,257.75/m
312 Lake St - $5,940.68/yr = $495.06/m
Emergency Services - $50.00 per hour
Total 3 month cost=$11,791.05

If a Renewal, Current Contract # 2021-46 - B
Proposed Term: 1/1/2022-3/31/2022

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.
All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

Contract Notes:City Hall - $26,130.44/yr = $2,177.54/m
Public Works Building - $15,092.98/yr = $1,257.75/m
312 Lake St - $5,940.68/yr = $495.06/m
Emergency Services - $50.00 per hour
Total $47,164.10

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
ATTN: Erdile, Simon
11 Columbia Circle Drive
Albany, NY 12203-5156

E-mail: SErdile@nysid.org
Phone: 518-463-9706
Ext.: 248
Fax:

NYSID Account Representative
Werder, Margie

Authorized Signature:
Printed Name:
Job Title:
Date:

☐ See attached documents in lieu of signed form

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an Intermunicipal Agreement between the City, County of Chemung and Town of Baldwin whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law at a cost of $6,250.00 retroactive to January 1, 2022 and expiring December 31, 2022, which amount will be paid by Chemung County on behalf of the Town; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2022-52

Sponsor:

ATTACHMENTS

resolution article 26 town of baldwin animal control agmt with county 2022 1.31.2022.docx
2022 Baldwin Town Animal Control.docx

January 31, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The County of Chemung and the Town of Baldwin, desire 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 for the main purpose of enforcing Article 26 of the Agriculture and Markets Law, since the Chemung County Humane Society and SPCA, Inc. will no longer be providing this service. The County of Chemung will also be a party to this Agreement because it will pay the City for the calendar year 2022, retroactive to January 1, 2022 and expiring December 31, 2022, the sum of $6,250.00 for these services.

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

Respectfully yours,

P. Michael Collins
City Manager

January 31, 2022

RESOLUTION
NO. 2022 - ______

By Councilmember ___________________________:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement between the City of Elmira, the County of Chemung and the Town of Baldwin whereby the City 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 with the Town of Baldwin, the County of Chemung and 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 for the main purpose of enforcing Article 26 of the Agriculture and Markets Law; said services shall be at a cost of $6,250.00 retroactive to January 1, 2022 and expiring on December 31, 2022, which amount will be paid by the County of Chemung to the City on behalf of the Town; 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 among

TOWN OF BALDWIN, a New York municipal corporation with offices located at 622 Breesport-North Chemung Road, Lowman, NY 14861 (hereinafter referred to as "Town")

and

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

and

COUNTY OF CHEMUNG, NEW YORK, a New York municipal corporation with offices located at 203 Lake Street, Elmira, NY 14901 (hereinafter referred to as "County");

WHEREAS, Article 26 of the Agriculture and Markets Law of the State of New York ("Article 26") provides for the care and protection of "animals" as that term is defined in said article; and

WHEREAS, the City currently employs animal control officers to perform Article 26 services for the City; and

WHEREAS, the Town and City desire to enter into an agreement in which the Town utilizes the services of the City to perform certain animal control services pursuant to Article 26 and this Agreement; and

WHEREAS, the County has agreed to pay the City for the services it will render to the Town during the term of this Agreement; and

WHEREAS, this Agreement is in the best interest of the Town, the City and the County because it promotes shared services in an effort to reduce costs to the Town and the City; 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>*** The City shall provide animal control services pursuant to Article 26 and, when necessary, as determined by the City, Article 7 of the Agriculture and Markets Law and Town local laws. The City will provide such services 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 visible presence.

2. ***<u>Compliance With Laws; Inspections of Records.</u>*** The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Article 26. The Town Supervisor, or his or her designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of animal 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.

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

5. ***Authority.*** By this Agreement, the Town designates and empowers the animal control officers of the City of Elmira to perform all necessary powers and obligations of the animal control officers pursuant to this Agreement or Article 26 of the Agriculture and Markets Law within the jurisdiction of the Town of Baldwin.

6. ***Issuing Tickets.*** In rendering the services pursuant to this Agreement, City animal control officers shall investigate matters in accordance with established policies and procedures and issue the appropriate legal process.

7. ***Reports.*** City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any animal. Such records shall include, but not be limited to, the description of the animal, the date and hour of seizure, and the owner's 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 or her designee, and the Commissioner of Agriculture of the State of New York.

8. ***<u>Court Appearances.</u>*** 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.

9. ***Personnel.*** The City shall be responsible for providing sufficiently trained personnel to render the services provided for herein in the Town twenty-four (24) hours per day and seven (7) days per week.

10. ***Payment/Term.*** The County shall pay to the City the sum of Six Thousand Two Hundred Fifty and No/100 Dollars ($6,250.00) payable on July 1, 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.

The term of this Agreement shall be from January 1, 2022 through December 31, 2022.

11. ***<u>Indemnification.</u>*** To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and the County and their 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 reasonable 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.

12. ***Termination.*** Either the Town or the City may terminate this Agreement with or without cause by providing sixty (60) days prior written notice to the other party.

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

City Manager	Town Supervisor	County Executive
City of Elmira	Town of Baldwin	County of Chemung
317 East Church Street	622 Breesport-N. Chemung Rd.	203 Lake Street
Elmira, NY 14901	Lowman, NY 14861	Elmira, NY 14901

14. ***Amendments.*** This Agreement may be amended only by writing signed by all parties and approved by the governing boards of the City, the Town and the County.

15. ***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.

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.

THE NEXT PAGE IS THE SIGNATURE PAGE.

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

CITY OF ELMIRA

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

TOWN OF BALDWIN

Dated: _____/_____/2022 ***By:*** ________________________________
Russell Purvis
Town Supervisor
Resolution No. ____-2022

COUNTY OF CHEMUNG, NEW YORK

Dated: _____/_____/2022 ***By:*** _________________________________
Christopher J. Moss
County Executive
Resolution No. ______-______

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with Chemung County whereby the City will provide to the County's Rabies Program an animal handler and specimen services pertaining to dogs, cats, ferrets, wildlife and other mammals for the calendar year 2022, commencing retroactive to January 1, 2022 and expiring December 31, 2022, and for which the County shall pay to the City for said services the sum of $5,000.00; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2022-53

Sponsor:

ATTACHMENTS

resolution 2022 animal handler rabies agmt with county 1.31.2022.docx

January 31, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Previously, the City and the County entered into agreements whereby the City provided animal handler and specimen services for dogs, cats, ferrets, wildlife or other mammals to the County's Rabies Program. The County desires that the City continue these services. The proposed agreement for calendar year 2022, commencing retroactive to January 1, 2022 and expiring December 31, 2022, provides that the County will pay to the City the annual amount of $5,000.00 for such services.

The following resolution authorizes the Mayor to execute an agreement with the County for said services.

Respectfully yours,

P. Michael Collins
City Manager

January 31, 2022

RESOLUTION
NO. 2022 - _______

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager pertaining to the proposed agreement between the County of Chemung and City of Elmira regarding animal handler and specimen services for the year 2022, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with the County of Chemung under which the City will provide to the County's Rabies Program animal handler and specimen services pertaining to dogs, cats, ferrets, wildlife or other mammals, said services to be provided to the County for the calendar year 2022, commencing retroactive to January 1, 2022 and expiring December 31, 2022, and the County shall pay to the City for said services the amount of $5,000.00; 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: Receive communication from the City Manager and act on resolution accepting the proposal submitted by Irrigation Consulting, Inc. for consultant services for the redesign of the irrigation system at the Mark Twain Golf Course at a cost to the City of $66,500.00 and authorizing the Mayor to execute an Agreement with Irrigation Consulting, Inc.; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2022-54

Sponsor:

ATTACHMENTS

resolution awarding contract to irrigation consulting redesign of MTGC irrigation system 1.31.2022.docx

January 31, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In November 2021, the City solicited proposals for a consultant to provide services regarding the redesign of the irrigation system at the Mark Twain Golf Course. Only one proposal was received from Irrigation Consulting, Inc., which is proposing a fee of $66,500.00. Irrigation's proposal has been reviewed by Brian Powell, the Golf Course Superintendent, who has informed me that the proposal meets the specifications in the solicitation for proposal.

The following resolution authorizes the City to accept the proposal submitted by Irrigation Consulting, Inc.

Respectfully yours,

P. Michael Collins
City Manager

January 31, 2022

RESOLUTION
NO. 2022 - ______

By Councilmember ___________________:

RESOLVED, that the communication from the City Manager regarding the acceptance of a proposal from Irrigation Consulting, Inc. for the redesign of the irrigation system at the Mark Twain Golf Course, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby accept the proposal submitted by Irrigation Consulting, Inc. for consultant services at a cost to the City of $66,500.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the contract with Irrigation Consulting, Inc.; said contract to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Act on Lead Hazard Reduction Grant Program Audit

Resolution Number: 2022-55

Sponsor:

ATTACHMENTS

Lead Audit Jan 31.pdf
Lead Audit Backup Jan 31.pdf

January 31, 2022

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2022-55

Councilmember ______________________

RESOLVED, that the bills in the amount of **$2,750.60** are hereby audited for payment for the LEAD Hazard Reduction Grant, January 31, 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
Professional Fees- Lead Risk Assessment	Eco-Testing Services LLC	See Attachment for additional details	$2,625.00
Mortgage filing/discharge	Chemung County Clerk	See Attachment for additional details	$70.00
Telephone	City Chamberlain	January 2022 Telephone expense	$31.25
Admin-Credit Reports	AmRent	December 2021 credit report expense	$24.35
		TOTAL	**$2,750.60**

Additional Information LEAD:

Payee	Client's Name	Address	**Explanation**
Eco-Testing Services LLC	Miranda Scharborough	213 Columbia Street unit 1	HUD Compliance Clearance Testing
Eco-Testing Services LLC	Miranda Scharborough	213 Columbia Street unit 2	HUD Compliance Clearance Testing
Eco-Testing Services LLC	Elwin Robinson	209 South Ave	HUD Compliance Clearance Testing
Chemung County Clerk	Rebecca Jackson	306 Hartmon St	Mortgage Recording Fee

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

Resolution Number: 2022-56

Sponsor:

ATTACHMENTS

CDBG Audit Jan 31.pdf
CDBG Backup Jan 31.pdf

January 31, 2022

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2022-56

Councilmember ______________________

RESOLVED, that the bills in the amount of **$49,991.89,** they are hereby audited for payment for the Community Development Block Grant, January 31, 2022.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Rehab Administration, filing fee	Chemung County Clerk	See Attachment for Additional Information	$210.00
Rehab owner occupied	See Attachment for Additional Information	See Attachment for Additional Information	$6,350.00
Rehab owner occupied	See Attachment for Additional Information	See Attachment for Additional Information	$9,200.00
Rehab Administration, Discharge Fee	Chemung County Clerk	See Attachment for Additional Information	$151.50
General Admin 47th year office supplies	City Chamberlain	invoice number 2022-00000004 Purchased cabinet with lock and key	$114.00
General Admin 47th year - postage	City Chamberlain	invoice number 2022-00000002 January 2022 invoice for December postage	$59.43
Grace Episcopal Church-CV	Grace Episcopal Church	Reimbursement for Covid related expenses	$36.00

Rehab 47th year- Credit reports	AmRent	invoice #2554134 December 2021 credit reports	$33.70
General Admin 47th year office supplies	Treu Office Supply	Invoice #244553	$41.40
Rehab Admin- ADP Charges General Admin- ADP Charges	ADP Inc	invoice # 596158639	$161.90
Public Works 46th and 47th year EDD Operation Green Streets	Elmira Downtown Development	Reimbursement for signage expenses	$11,468.60
Grace Episcopal Church- CV	Grace Episcopal Church	Reimbursement for Covid related expenses	$180.81
Rehab owner occupied 47th year	See Attachment for Additional Information	See Attachment for Additional Information	$21,900.00
Rehab Administration, filing fee	Chemung County Clerk	See Attachment for Additional Information	$70.00
Rehab Admin 47th year- Processing Fee	Doxim	Invoice # 148666 White labels	$14.55
		TOTAL	**$49,991.89**

Additional Information CDBG:

Payee	Client's Name	Address	**Explanation**
Chemung County Clerk	Michael Marshall	518 Baylor Road	Mortgage Recording Fee CDBG Grant and Loan
Evans Construction	Michael Marshall	518 Baylor Road	CDBG Grant and Loan for owner occupied rehab
ET's General Contracting, Inc	Diana Gillis	437 Pine Street	Change order, original contract was approved for $10,000 from CDBG and Near West Side was going to pay $9,200. Now CDBG is paying the entire contract of $19,200. Change order of an additional $9,200
Chemung County Clerk	Beverly Lawson	335 Roe Ave	Mortgage Recording Fee CDBG. Resubmission of mortgage due to erroneous discharge if mortgage
Chemung County Clerk	Gary Harrison	602 W. Second Street	Mortgage Discharge Fee
Chemung County Clerk	Maybel Henson	408 W. Third Street	Mortgage Discharge Fee
Chemung County Clerk	Eric Allen	818 Johnson Street	Mortgage Discharge Fee
Chemung County Clerk	Tina Heinze	918 Farnham Street	Mortgage Recording Fee CDBG Grant
Ben Miller Contracting	Tina Heinze	918 Farnham Street	CDBG Grant for owner occupied Rehab

Agenda Summary: American Rescue Plan - Non Profit Program

Resolution Number: 2022-57

Sponsor:

ATTACHMENTS

ARP NON PROFIT COVER SHEET.pdf
ARP NON PROFIT BACKUP.pdf

DATE: January 31, 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	$6,982.23

GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	$6,982.23
	===============

RESOLUTION NO. 2022-

By Councilmember ______________________

RESOLVED, that the applications in the amount of $6,982.23
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

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

City of Elmira *LIVE*

Payment Batch Register

Bank Account: ARP 5* - ARP Five Star

Batch Date: 01/31/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: ARP 5* - ARP Five Star						
Check	01/31/2022	100182	Accounts Payable	Hibernian Center of Chemung County NY		5,000.00
	Invoice		Date	Description		Amount
	NON PROFIT		01/21/2022	American Rescue Plan - Non Profit		5,000.00
Check	01/31/2022	100183	Accounts Payable	Monumental Baptist Church		1,982.23
	Invoice		Date	Description		Amount
	NON PROFIT		01/21/2022	American Rescue Plan - Non Profit		1,982.23
ARP 5* ARP Five Star Totals:				Transactions: 2		$6,982.23
	Checks:	2	$6,982.23			

Agenda Summary: American Rescue Plan - Business Program

Resolution Number: 2022-58

Sponsor:

ATTACHMENTS

ARP BUSINESS COVER SHEET.pdf
ARP BUSINESS BACKUP.pdf

DATE: January 31, 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	$25,000.00

GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	$25,000.00
	===============

RESOLUTION NO. 2022-

By Councilmember ____________________________

RESOLVED, that the applications in the amount of $25,000.00
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

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

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City of Elmira *LIVE*

Payment Batch Register

Bank Account: ARP 5* - ARP Five Star

Batch Date: 01/21/2022

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: ARP 5* - ARP Five Star						
Check	01/21/2022	100177 Accounts Payable		Affordable Appliance Solutions		5,000.00
	Invoice		Date	Description		Amount
	ARP BUSINESS		01/21/2022	American Rescue Plan - Business Program		5,000.00
Check	01/21/2022	100178 Accounts Payable		Alice Renee Sutton Esquire		5,000.00
	Invoice		Date	Description		Amount
	ARP BUSINESS		01/21/2022	American Rescue Plan - Business Program		5,000.00
Check	01/21/2022	100179 Accounts Payable		Cerio Properties		5,000.00
	Invoice		Date	Description		Amount
	ARP BUSINESS		01/21/2022	American Rescue Plan - Business Program		5,000.00
Check	01/21/2022	100180 Accounts Payable		Jackie's Family Daycare		5,000.00
	Invoice		Date	Description		Amount
	ARP BUSINESS		01/21/2022	American Rescue Plan - Business Program		5,000.00
Check	01/21/2022	100181 Accounts Payable		Wendy Nichols Daycare		5,000.00
	Invoice		Date	Description		Amount
	ARP BUSINESS		01/21/2022	American Rescue Plan - Business Program		5,000.00
ARP 5* ARP Five Star Totals:				Transactions: 5		$25,000.00

Checks: 5 $25,000.00

Agenda Summary: Act on Audit

Resolution Number: 2022-59

Sponsor:

ATTACHMENTS

AUDIT COVER SHEET.pdf
AUDIT BACKUP PT 1.pdf
AUDIT BACKUP PT 2.pdf

DATE: January 31, 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:	$655,878.84
CAPITAL FUNDS:	$174,739.31
COMMUNITY DEVELOPMENT;	$0.00
TRUST & AGENCY FUNDS:	$0.00
SELF INSURANCE FUNDS:	$0.00

TOTAL PER ATTACHED COMPUTER LIST:	$830,618.15
OTHER PAYMENTS:	
PAYROLLS W/E Jan 30, 2022	$625,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	$14,052.03
CAPITAL HAND CHECKS	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL OTHER PAYMENTS:	$639,052.03

GRAND TOTAL PAYMENTS:	$1,469,670.18
	===============

RESOLUTION NO. 2022-

By Councilmember ___________________________

RESOLVED, that the bills and the payrolls in the amount of $1,469,670.18 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: GENERAL FUND - GENERAL FUND

Batch Date: 01/31/2022

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number Source	Payee Name	Description	Amount
Check	01/31/2022	199161 Accounts Payable	ADP		3,623.63
	Invoice	Date	Description		Amount
	596158810	01/07/2022	CLIENT #262059		2,373.25
	596159041	01/07/2022	CLIENT#262059		1,250.38
Check	01/31/2022	199162 Accounts Payable	AIR CLEANING SYSTEMS, INC.		390.39
	Invoice	Date	Description		Amount
	18214	01/06/2022	ACS Station 5 Plymovent system		390.39
Check	01/31/2022	199163 Accounts Payable	AMAZON CAPITAL SERVICES INC		56.82
	Invoice	Date	Description		Amount
	1NL4-9G4W-KYCV	01/06/2022	ACCT#ASROVYJOJMY2H		56.82
Check	01/31/2022	199164 Accounts Payable	ARCHIE STURCH		188.30
	Invoice	Date	Description		Amount
	DECEMBER -2021	01/19/2022	MEDICAL REIMBURSEMENT		188.30
Check	01/31/2022	199165 Accounts Payable	ASCAP		390.00
	Invoice	Date	Description		Amount
	12/20/21	01/06/2022	ACCT#500828985		390.00
Check	01/31/2022	199166 Accounts Payable	AT&T		165.49
	Invoice	Date	Description		Amount
	1175462978	01/01/2022	ACCT#1000-810-0850		165.49
Check	01/31/2022	199167 Accounts Payable	Auto Zone		39.49
	Invoice	Date	Description		Amount
	2950341372	12/30/2021	PARTS/BLANKET PO - PGB-2220		39.49
Check	01/31/2022	199168 Accounts Payable	B & N ENTERPRISES		9,750.00
	Invoice	Date	Description		Amount
	1002	12/31/2021	REMOVAL OF 43 TREES		9,750.00
Check	01/31/2022	199169 Accounts Payable	BROOKS SHAW		529.14
	Invoice	Date	Description		Amount
	OUT OF POCKET	01/19/2022	MEDICAL REIMBURSEMENT		529.14
Check	01/31/2022	199170 Accounts Payable	CARGILL, INCORPORATED		44,710.29
	Invoice	Date	Description		Amount
	2906807830+	01/13/2022	SALT/PC# 68230/GROUP# 01800/AWARD# 23134		44,710.29
Check	01/31/2022	199171 Accounts Payable	CHAMPION FASTENERS		96.45
	Invoice	Date	Description		Amount
	73263,73371	01/06/2022	BUILDING SUPPLIES		96.45
Check	01/31/2022	199172 Accounts Payable	CHEMUNG COUNTY CLERK		60.00
	Invoice	Date	Description		Amount
	2022	01/06/2022	NOTARY RENEWAL - P ROBERTS		60.00
Check	01/31/2022	199173 Accounts Payable	CHEMUNG COUNTY INFORMATION TECHNOLOGY		21,587.90
	Invoice	Date	Description		Amount
	2021-00000021	01/19/2022	2021 PC Maintenance		16,000.00
	2021-000000524	01/19/2022	Duo Licenses		5,587.90

Check	01/31/2022	199174	Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT	392,338.87

Invoice	Date	Description	Amount
JAN ADMIN FEE	01/06/2022	JAN INSURANCE	5,798.11
JAN INSURANCE	01/06/2022	JAN INSURANCE	386,540.76

Check	01/31/2022	199175	Accounts Payable	CHEMUNG COUNTY STORMWATER TEAM	1,000.00

Invoice	Date	Description	Amount
3329	01/06/2022	CANAL MAINTENANCE 2022	1,000.00

Check	01/31/2022	199176	Accounts Payable	CHEMUNG COUNTY TRANSFER	21,836.78

Invoice	Date	Description	Amount
133396+	12/27/2021	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	18,862.18
133398+	12/27/2021	GARBAGE COLLECTION FEES-4TH 2021 ELM HEIGHTS	1,186.10
133298	12/13/2021	CUST#TI-00038	894.00
133215	12/01/2021	CUST#TI-00038	894.50

Check	01/31/2022	199177	Accounts Payable	CHEMUNG COUNTY TREASURER	22,084.85

Invoice	Date	Description	Amount
COUNTY PORTION	12/31/2021	2021 ELMIRA HOUSING AUTHORITY PILOT	22,084.85

Check	01/31/2022	199178	Accounts Payable	CHEMUNG COUNTY YOUTH BUREAU	1,444.00

Invoice	Date	Description	Amount
1/6/22	01/19/2022	2021 SPOT-SCHOOL YEAR/SUPER SATURDAY	1,444.00

Check	01/31/2022	199179	Accounts Payable	CSEA EMPLOYEE BENEFIT FUND	7,691.44

Invoice	Date	Description	Amount
10/1-10/31/21	01/19/2022	GROUP CODE #37514901	7,691.44

Check	01/31/2022	199180	Accounts Payable	CULLIGAN	114.84

Invoice	Date	Description	Amount
272X29150705	12/31/2021	BLANKET FOR COOLER RENTAL AND WATER	9.40
272X29176502	01/19/2022	ACCT#272-00120501-7	105.44

Check	01/31/2022	199181	Accounts Payable	CUSTOM PEST CONTROL	50.00

Invoice	Date	Description	Amount
102034	01/03/2022	JANUARY SERVICES AT 312 LAKE STREET	50.00

Check	01/31/2022	199182	Accounts Payable	DIRECT ENERGY BUSINESS MARKETING, LLC	7,207.57

Invoice	Date	Description	Amount
HS12807589	12/27/2021	ACCT#692586-3081	7,207.57

Check	01/31/2022	199183	Accounts Payable	DRAPER SUPPLY	719.99

Invoice	Date	Description	Amount
G1886	01/11/2022	EMERGENCY POLE REPLACEMENT/HIT & RUN	719.99

Check	01/31/2022	199184	Accounts Payable	EASTERN SECURITY SERVICES	160.35

Invoice	Date	Description	Amount
6150687	01/01/2022	MONITORING SERVICES AT GOLF COURSE 1/1-4/1/22	160.35

Check	01/31/2022	199185	Accounts Payable	ELM CHEVROLET CO. INC.	11.76

Invoice	Date	Description	Amount
88277	12/28/2021	CHEVY PARTS/EPD CARS BLANKET PO	11.76

Check	01/31/2022	199186	Accounts Payable	ELMIRA CITY SCHOOL DISTRICT	50,665.23

Invoice	Date	Description	Amount
SCHOOL PORTION	12/31/2021	2021 ELMIRA HOUSING AUTHORITY PILOT	50,665.23

Check	01/31/2022	199187	Accounts Payable	ENTERPRISE FM TRUST	1,560.41

Invoice	Date	Description	Amount
FBN4381796	01/06/2022	CUST#479407 - MONTHLY LEASES	1,560.41

Check	01/31/2022	199188	Accounts Payable	FIRSTLIGHT FIBER	227.98

	Invoice	Date		Description	Amount
	10608946	01/01/2022		ACCT#38403	227.98
Check	01/31/2022	199189	Accounts Payable	FREEMAN COMMUNICATIONS	925.00
	Invoice	Date		Description	Amount
	23220104	01/04/2022		FREEMAN Radio Repair 641	925.00
Check	01/31/2022	199190	Accounts Payable	HESSELSON'S	169.99
	Invoice	Date		Description	Amount
	23769	01/04/2022		BOOT ALLOWANCE CSEA	169.99
Check	01/31/2022	199191	Accounts Payable	JOE JOHNSON EQUIPMENT, INC.	530.73
	Invoice	Date		Description	Amount
	P39379	01/10/2022		ROLLER ASSEMBLIES SANITATION #145	530.73
Check	01/31/2022	199192	Accounts Payable	KRISTEN THORNE	280.00
	Invoice	Date		Description	Amount
	2/14-2/18 train	01/06/2022		MEALS PER DIEM	280.00
Check	01/31/2022	199193	Accounts Payable	LAFRANCE EQUIPMENT CORP.	738.08
	Invoice	Date		Description	Amount
	0062332-IN	12/02/2021		LAFRANCE New Fire Extinguishers	738.08
Check	01/31/2022	199194	Accounts Payable	LAZ PARKING MGMT.LTD	9,431.32
	Invoice	Date		Description	Amount
	DECEMBER -2021	01/19/2022		PARKING GARAGE	9,431.32
Check	01/31/2022	199195	Accounts Payable	MAINE TECHNICAL SOURCE	265.15
	Invoice	Date		Description	Amount
	s1349039.001	12/20/2021		ENGINEERING SUPPLIES	265.15
Check	01/31/2022	199196	Accounts Payable	MARC IMMERMAN, M.D.	4,000.00
	Invoice	Date		Description	Amount
	2022	01/06/2022		2022 MEDICAL DIRECTOR SERVICES	4,000.00
Check	01/31/2022	199197	Accounts Payable	MATTHEW BENDER & CO.	145.46
	Invoice	Date		Description	Amount
	28925009	12/31/2021		NY CPLE REDBOOK-2022	145.46
Check	01/31/2022	199198	Accounts Payable	NEW YORK STATE LIQUOR AUTHORITY	1,165.34
	Invoice	Date		Description	Amount
	S/N 3160571	01/06/2022		SEASONAL LIQUOR LICENSE RENEWAL	612.67
	S/N 3160572	01/06/2022		SEASONAL LIQUOR - BEER CART	552.67
Check	01/31/2022	199199	Accounts Payable	NOCO	2,185.64
	Invoice	Date		Description	Amount
	SP12240699	12/29/2021		FUEL - BLANKET PO RFB# 2201	2,185.64
Check	01/31/2022	199200	Accounts Payable	NYSEG	96.39
	Invoice	Date		Description	Amount
	01/05/22	01/06/2022		ACCT#1005-1984-374	96.39
Check	01/31/2022	199201	Accounts Payable	NYSID	3,930.35
	Invoice	Date		Description	Amount
	943731	01/14/2022		CLEANING SERVICES IN BUILDINGS	3,930.35
Check	01/31/2022	199202	Accounts Payable	OTIS ELEVATOR	14,309.40
	Invoice	Date		Description	Amount
	100400608893	01/04/2022		MAINTENANCE AGREEMENT 1/1/22-12/31/22	1,209.48
	100400608974	12/16/2021		elevator contract	13,099.92
Check	01/31/2022	199203	Accounts Payable	OVERHEAD DOOR CO. OF ELMIRA	135.00
	Invoice	Date		Description	Amount
	EL0122-0086	01/14/2022		EMERGENCY DOOR REPAIR AT DPW	135.00
Check	01/31/2022	199204	Accounts Payable	Passport Labs, Inc	653.52
	Invoice	Date		Description	Amount

	INV-1027315	12/31/2021		TICKET COLLECTIONS	653.52
Check	01/31/2022		199205 Accounts Payable	PEOPLEREADY INC	4,655.84
	Invoice	Date		Description	Amount
	27130959	01/11/2022		TEMP SERVICES	2,517.66
	27144942	01/18/2022		TEMP SERVICES	2,138.18
Check	01/31/2022		199206 Accounts Payable	PERRY & CARROLL, INC.	3,689.00
	Invoice	Date		Description	Amount
	422653	01/06/2022		POLICY#PRO1602536-10	3,689.00
Check	01/31/2022		199207 Accounts Payable	PITNEY BOWES	15.00
	Invoice	Date		Description	Amount
	1019092583-2	09/26/2021		ACCT#0015532822	15.00
Check	01/31/2022		199208 Accounts Payable	POINT SPRING & DRIVESHAFT CO.	274.78
	Invoice	Date		Description	Amount
	T137597, T137598	12/30/2021		HEAVY DUTY PARTS/ RFB# 2077R	274.78
Check	01/31/2022		199209 Accounts Payable	PRAXAIR DISTRIBUTION, INC.	124.25
	Invoice	Date		Description	Amount
	68243455	01/11/2022		BUILDING SUPPLIES	124.25
Check	01/31/2022		199210 Accounts Payable	RUSSELL ANDREWS	280.00
	Invoice	Date		Description	Amount
	2/14-2/18 train	01/06/2022		MEALS PER DIEM	280.00
Check	01/31/2022		199211 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	22.58
	Invoice	Date		Description	Amount
	77773,77771	01/04/2022		BUILDING SUPPLIES	8.78
	77813,77870	01/07/2022		BUILDING SUPPLIES	13.80
Check	01/31/2022		199212 Accounts Payable	STAPLES BUSINESS ADVANTAGE	708.62
	Invoice	Date		Description	Amount
	3496733082	01/04/2022		CUST#RCH 1004277	104.93
	3495718962	12/23/2021		CUST#RCH 1004277	43.95
	3495718963	12/23/2021		CUST#RCH 1004277	175.77
	3495965460	12/28/2021		CUST#RCH 1004277	383.97
Check	01/31/2022		199213 Accounts Payable	SUBURBAN PROPANE	563.01
	Invoice	Date		Description	Amount
	STATEMENT-12/31	12/31/2021		ACCT#2223-229957	563.01
Check	01/31/2022		199214 Accounts Payable	SWIFT OFFICE EQUIPMENT	88.26
	Invoice	Date		Description	Amount
	076365	01/09/2022		PRINT CHARGES	88.26
Check	01/31/2022		199215 Accounts Payable	TIME WARNER CABLE	325.26
	Invoice	Date		Description	Amount
	812858601010222	01/02/2022		acct 202-812858601-001	325.26
Check	01/31/2022		199216 Accounts Payable	TIME WARNER CABLE	96.47
	Invoice	Date		Description	Amount
	855263901011122	01/04/2022		acct 202-855263901-001	96.47
Check	01/31/2022		199217 Accounts Payable	TOLLS BY MAIL PAYMENT PROCESSING CENTER	44.98
	Invoice	Date		Description	Amount
	1/11/22	01/11/2022		TOLL BILL NO 17578165950	44.98
Check	01/31/2022		199218 Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	135.10
	Invoice	Date		Description	Amount
	80831	01/13/2022		ANSWERING SERVICE-JANUARY BILL	135.10
Check	01/31/2022		199219 Accounts Payable	TRAVELERS PROPERTY & CASUALTY	3,454.00
	Invoice	Date		Description	Amount

	1/12/22	01/06/2022	LIABILITY POLICY 0106217178	3,454.00
Check	01/31/2022 199220 Accounts Payable		TWIN TIER PAINT WALLCOVERING	26.99
	Invoice	Date	Description	Amount
	00053108	01/03/2022	painting supplies	26.99
Check	01/31/2022 199221 Accounts Payable		UniFirst Corporation	137.50
	Invoice	Date	Description	Amount
	3346571,3346572	01/13/2022	MATSAT CITY HALL AND DPW	137.50
Check	01/31/2022 199222 Accounts Payable		VASCO BRANDS, INC.	44.02
	Invoice	Date	Description	Amount
	130827	01/13/2022	BUILDING SUPPLIES	44.02
Check	01/31/2022 199223 Accounts Payable		VERISMA SYSTEMS	68.44
	Invoice	Date	Description	Amount
	7122-645	01/19/2022	MEDICAL RECORD REQUEST	68.44
Check	01/31/2022 199224 Accounts Payable		VERIZON (FORMERLY BELL ATLANTIC)	86.15
	Invoice	Date	Description	Amount
	12/27/21.2	12/27/2021	ACCT#651-754-337-0001-23	68.92
	12/27/21.3	12/27/2021	ACCT#251-754-321-0001-58	17.23
Check	01/31/2022 199225 Accounts Payable		WARD APPARATUS LLC	11,064.42
	Invoice	Date	Description	Amount
	1677	12/31/2021	WARD 631 Pump Tear Down	11,064.42
Check	01/31/2022 199226 Accounts Payable		WEST INFORMATION PUBLISHING GROUP	731.38
	Invoice	Date	Description	Amount
	845710345	01/19/2022	LIBRARY PLAN CHARGES	404.62
	845592843	01/19/2022	WESTLAW CHARGES 12/1 - 12/31/21	326.76
Check	01/31/2022 199227 Accounts Payable		WILLIAM GOODWIN	60.02
	Invoice	Date	Description	Amount
	1/5/22	01/06/2022	FUEL - NEW DODGE CHARGER	30.01
	fuel reimbursem	01/06/2022	fleet maintenance	30.01
Check	01/31/2022 199228 Accounts Payable		XEROX CORPORATION	1,133.22
	Invoice	Date	Description	Amount
	504040972	01/06/2022	CUST#954632477	115.65
	504041447	01/06/2022	CUST#954996211	33.68
	504041451	01/06/2022	CUST#955001094	114.68
	504041929	01/06/2022	CUST#955203344	37.46
	504041450	01/06/2022	CUST#955000963	97.63
	504039367	01/06/2022	CUST#952918852	27.16
	504041452	01/06/2022	CUST#955001912	110.18
	504041207	01/06/2022	CUST#954822383	114.68
	015143385	01/06/2022	CUST#718133200	86.07
	015143398	01/06/2022	CUST#719281172	28.61
	015143399	01/06/2022	CUST#719281396	22.89
	015143388	01/06/2022	CUST#718282973	64.67
	015143387	01/06/2022	CUST#718272685	35.71
	015143377	01/06/2022	CUST#708184676	42.92
	015143378	01/06/2022	CUST#708184692	68.03
	015143379	01/06/2022	CUST#708184726	95.73
	015143409	01/06/2022	CUST#723461141	18.64
	015143386	01/06/2022	CUST#718270358	18.83
Check	01/31/2022 199229 Accounts Payable		JORDAN J YORKE	386.21
	Invoice	Date	Description	Amount
	ONLINE REG	01/06/2022	NYS ATTORNEY REGISTRATION FEE - 2022	386.21

GENERAL FUND GENERAL FUND Totals: Transactions: 69 $655,878.84

Checks: 69 $655,878.84

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 01/31/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	01/31/2022	104525	Accounts Payable	FISHER ASSOCIATES		156,443.79

Invoice	Date	Description	Amount
6754.90 EST. 26	12/23/2021	MAIN ST BRIDGE REHAB	156,443.79

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/31/2022	104526	Accounts Payable	SEALAND CONTRACTORS		18,295.52

Invoice	Date	Description	Amount
6754.68 EST.12-1	11/03/2021	W WATER DOWNTOWN PIN 6754.6	18,295.52

CAP CHECK CAPITAL CHECKING Totals: Transactions: 2 $174,739.31

Checks: 2 $174,739.31

HAND CHECKS DETAILS	$14,052.03
CAPITAL HAND CHECKS DETAIL	$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 01/14/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	01/14/2022	199150	Accounts Payable	CHEMUNG COUNTY CENTRAL SERV-POSTAGE		695.41
	Invoice		Date	Description		Amount
	DECEMBER -2021		01/06/2022	POSTAGE		695.41
Check	01/14/2022	199151	Accounts Payable	JACOB KIERST		163.00
	Invoice		Date	Description		Amount
	Feb 1-3 training		01/14/2022	Meals Per Diem		163.00
Check	01/14/2022	199152	Accounts Payable	ROBERT TROPEANO		163.00
	Invoice		Date	Description		Amount
	Feb 1-3 training		01/14/2022	Meals Per Diem		163.00
Check	01/14/2022	199153	Accounts Payable	THERON BROWN		163.00
	Invoice		Date	Description		Amount
	Feb 1-3 training		01/14/2022	Meals Per Diem		163.00
Check	01/14/2022	199154	Accounts Payable	TOM MARSH		163.00
	Invoice		Date	Description		Amount
	Feb 1-3 training		01/14/2022	Meals Per Diem		163.00
Check	01/14/2022	199155	Accounts Payable	WILLIAM PENN LIFE INSURANCE		400.76
	Invoice		Date	Description		Amount
	Policy #660506		01/14/2022	LIFE INSURANCE P Collins		400.76
GENERAL FUND GENERAL FUND Totals:				Transactions: 6		$1,748.17

Checks: 6 $1,748.17

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 01/20/2022

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/20/2022	199156	Accounts Payable	CHEMUNG COUNTY TREASURER	21.36

Invoice	Date	Description	Amount
MAP #070400	01/06/2022	TM#89.19-3-24.2	21.36

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/20/2022	199157	Accounts Payable	NYSEG	579.74

Invoice	Date	Description	Amount
acct 1004-8275-3	01/20/2022	508 college ave	579.74

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/20/2022	199158	Accounts Payable	NYSEG	101.94

Invoice	Date	Description	Amount
acct 10050397206	01/20/2022	119 w 2nd st	101.94

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/20/2022	199159	Accounts Payable	TOWN OF HORSEHEADS	11,570.85

Invoice	Date	Description	Amount
MAP #073489	01/06/2022	TM#68.00-2-22	11,570.85

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	01/20/2022	199160	Accounts Payable	TOWN OF SOUTHPORT	29.97

Invoice	Date	Description	Amount
MAP #073600	01/06/2022	TM#99.10-1-3	29.97

GENERAL FUND GENERAL FUND Totals: Transactions: 5 $12,303.86

Checks: 5 $12,303.86

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2022-60

Sponsor:

ATTACHMENTS

Adjournment Jan 31.docx

January 31, 2022

RESOLUTION

NO. 2022 – _____

By: ______________________________

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, February 14, 2022, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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