APPROVAL OF MINUTES

2024-171 Jackie Wilson	**Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, May 6th, 2024.**

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

Public Hearing for the purpose of receiving written and oral comments from the public regarding an Amendment to City of Elmira's 2020 Annual Action Plan for the proposed uses of CARES Act CDBG Funds.

PERSONNEL ACTIONS

2024-172 Mayor Mandell	**Receive communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Braeden D. Roberts has elected to resign from his position of Police Officer, effective April 21, 2024; and Brandon R. Hodgson, has been appointed to the position of Solid Waste Specialist II, at an hourly rate of $19.52, effective May 8, 2024.**

RESOLUTIONS

2024-173 Joseph Duffy	**Receive communication from the Corporation Council and act on resolution designating the City as lead agency pursuant to State Environmental Quality Review Act pertaining to a bond ordinance for the City's 2024 reconstruction and contraction of improvements to the water system not having an adverse impact on the environment and authorizing the City Manager to file a negative determination in accordance with SEQR 6NYCRR, Part 617.12.**
2024-174	**Act on resolution amending prior Council Resolutions No.**

Mayor Mandell	**2023-294, 2023-316, and 2024-74 to establish the proper use of interest generated in borrowed funds by the City and authorizing the City Chamberlain to make certain journal entries in the Capital Fund and General Fund.**
2024-175 Gary Brinn	**Resolution Authorizing a Grant Application Submission to Empire State Development Corporation Under Round Eight of the Restore NY Communities Initiative Grant Program.**
2024-176 Nan Moss	**Act on resolution receiving the Audited Financial Statement/Annual Report for the Elmira Water Board for years Ending December 31, 2022 and December 2023 and placing said report on file.**
2024-177 Mayor Mandell	**Act on resolution authorizing the installation of a memorial established by the Norman A. Mordue Memorial and Scholarship Fund (Fund) in Riverfront Park at a location therein mutually agreed upon between the City and the Fund.**
	ORDINANCE
2024-178 Joseph Duffy	**Act on Ordinance authorizing the reconstruction and construction of improvements to the Water System in and for the City of Elmira at a maximum estimated cost of $6,043,913 and authorizing the issuance of $6,043,913 bonds of said City to pay the cost thereof.**
	AGREEMENTS
2024-179 Jackie Wilson	**Receive communication from the City Manager and act on resolution approving a Services Agreement with KorTerra, Inc., which agreement and Company's order form are attached, to operate a "one-call center" when it is necessary for the City to notify utility companies of the City's intention to perform excavation work in its streets and other real property owned by the City and authorizing the Mayor to execute the Order Form and KorTerra, Inc. Services Agreement; said agreement subject to Corporation Counsel approval.**
2024-180 Joseph Duffy	**Receive communication from the City Manager and act on resolution approving two (2) Master Agreements between**

the City and Southern Tier Network, copies of which are attached hereto, to perform the extension of dark fiber optic strands to service the Mark Twain Golf Course and Woodlawn Cemetery and authorizing the Mayor to execute the Master Agreements; said agreements subject to Corporation Counsel approval.

OVERTIME REPORTS

2024-181 Mayor Mandell	**Receive communication from the City Manager and act on resolution approving the overtime for the Elmira Police Department for pay periods 1-9 of 2024 in the amount of $132,488.39.**

AUDITS

2024-182 Corey Cooke	**Act on Lead Hazard Reduction Grant Program Audit.**
2024-183 Gary Brinn	**Act on Community Development Block Grant Program Audit.**
2024-184 Jackie Wilson	**Act on Audit.**

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2024-185 Nan Moss	**Act on resolution to adjourn.**

Respectfully Submitted,

Christina C. Rodriguez

Christina C. Rodriguez
City Clerk

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, May 6th, 2024.
Resolution Number:	2024-171
Sponsor:	Jackie Wilson

ATTACHMENTS

Beginning May 20.docx

May 20, 2024

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held in Council Chambers in said City of Elmira, this 20th day of May, 2024.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2024- ______

By Councilmember: ____________________________

RESOLVED, that the reading of the minutes of the Regular Meeting held May 6, 2024, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Public Hearing for the purpose of receiving written and oral comments from the public regarding an Amendment to City of Elmira's 2020 Annual Action Plan for the proposed uses of CARES Act CDBG Funds.

Resolution Number:

Sponsor:

ATTACHMENTS

CARES Act Public Hearing 5-20-2024.docx

May 20, 2024

PUBLIC HEARING

PUBLIC HEARING held this 20th day of May, 2024 for the purpose of receiving written and oral comments from the public regarding an Amendment to the City of Elmira's 2020 Annual Action Plan for the proposed uses of CARES Act CDBG Funds.

APPEARANCES:

In Favor Of:

Opposed:

Agenda Summary: Receive communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Braeden D. Roberts has elected to resign from his position of Police Officer, effective April 21, 2024; and Brandon R. Hodgson, has been appointed to the position of Solid Waste Specialist II, at an hourly rate of $19.52, effective May 8, 2024.

Resolution Number: 2024-172

Sponsor: Mayor Mandell

ATTACHMENTS

Personnel Actions May 20.docx

May 20, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Councilmembers

Dear Councilmembers:

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

ROBERTS, BRAEDEN D.	has elected to resign from his position as Police Officer, effective April 21, 2024.
HODGSON, BRANDON R.	Elmira, NY has been appointed to the position of Solid Waste Specialist II in the Department of Public Works, effective May 8, 2024, at an hourly rate of $19.52.

Respectfully submitted,

P. Michael Collins
City Manager

May 20, 2024

RESOLUTION

2024 - ____

By Councilmember: ________________________________

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Braeden D. Roberts, has elected to resign from his position of Police Officer, effective April 21, 2024 and Brandon R. Hodgson, has been appointed to the position of Solid Waste Specialist II in the Department of Public Works, effective May 8, 2024, at an hourly rate of $19.52; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Receive communication from the Corporation Council and act on resolution designating the City as lead agency pursuant to State Environmental Quality Review Act pertaining to a bond ordinance for the City's 2024 reconstruction and contraction of improvements to the water system not having an adverse impact on the environment and authorizing the City Manager to file a negative determination in accordance with SEQR 6NYCRR, Part 617.12.
Resolution Number:	2024-173
Sponsor:	Joseph Duffy

ATTACHMENTS

resolution 2024 water system improvements SEQR 5.20.2024.doc
S0EQR form bond ordinance 2024 water system improvements with appendix A 5.20.2024.pdf

May 20, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the Council's consideration of a superseding bond Ordinance for the reconstruction and construction of improvements to the water system in and for the City of Elmira, it is necessary for the Council to consider the environmental impact of the proposed Ordinance. The following resolution designates the City as the lead agency; determines that the Ordinance will not have an adverse impact on the environment, and directs that a negative declaration be filed.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

May 20, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember______________ :

RESOLVED, that the communication from the Corporation Counsel regarding the State Environmental Quality Review procedures pertaining to a bond Ordinance for the City's 2024 reconstruction and construction of improvements to the water system, be received and placed on file; and be it further

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

RESOLVED, that the City Council finds, based on the facts and information presented, that the bond Ordinance for the City's 2024 reconstruction and construction improvements to the water system will not have an adverse impact on the environment; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

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

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information City of Elmira, New York 2024 Reconstruction/Construction of Improvements to Elmira City Water System				
Name of Action or Project: Elmira City Water System Improvements				
Project Location (describe, and attach a location map): See attached description of projects (Appendix A)				
Brief Description of Proposed Action: Reconstruction/Construction of Improvements to Elmira City Water System				
Name of Applicant or Sponsor: City of Elmira, New York	Telephone: 607-737-5644 E-Mail:			
Address: 317 E. Church Street				
City/PO: Elmira	State: NY	Zip Code: 14901		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☐	YES ☑
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO ☐	YES ☑
3.a. Total acreage of the site of the proposed action? see appdx A acres b. Total acreage to be physically disturbed? see appdx A acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? see appdx A acres				
4. Check all land uses that occur on, adjoining and near the proposed action. ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): ______ ☐ Parkland				

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☑
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: ________________	☑	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☑	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☑	☐	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: ________________	☑	☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: N/A	☐	☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ________________	☑	☐	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐	
b. Is the proposed action located in an archeological sensitive area?	☑	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ________________ Chemung River	☐	☑	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☑ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100 year flood plain? Partially	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☑ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☑ NO ☐ YES ________________	☑	☐

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: See Appendix A	NO	YES
	☐	☑
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☑	☐

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: P. Michael Collins/City Manager Date: ____/____/2024

Signature: ____________________

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

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

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

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

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Elmira, New York	_____/_____/2024
Name of Lead Agency	Date
Daniel J. Mandell, Jr.	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

APPENDIX A

Construction Cost Estimate & Project Budget

Revised WIIA Scope - 2024

Project 1: 16" Water Street Phase II Replacement (Carl Proper to Madison Avenue)					
Description	**RS Means**	**Amount**	**Unit**	**Unit Cost**	**Total**
Mobilization/Demobilization	Actual Bid	1	LS	$ 20,000	$ 20,000
General Conditions	Actual Bid	1	LS	$ 26,750	$ 26,750
Allowance	Actual Bid	1	LS	$ 25,000	$ 25,000
16" DIP Class-52 Push On Joint Watermain	Actual Bid	1,600	LF	$ 270	$ 432,000
3/4" Copper WaterService Lateral w/ Tracer Wire	Actual Bid	80	LF	$ 75	$ 6,000
1" Copper WaterService Lateral w/ Tracer Wire	Actual Bid	80	LF	$ 85	$ 6,800
2" Copper WaterService Lateral w/ Tracer Wire	Actual Bid	65	LF	$ 120	$ 7,800
6" DIP Fire Lines w/ Tracer Wire	Actual Bid	125	LF	$ 175	$ 21,875
10" DIP Class-52 Push On Joint Watermain	Actual Bid	90	LF	$ 175	$ 15,750
Service Connections - Near Side	Actual Bid	8	Each	$ 4,500	$ 36,000
Service Connections - Far Side	Actual Bid	8	Each	$ 6,250	$ 50,000
Fire Hydrants (w/ valve and lateral)	Actual Bid	7	Each	$ 12,250	$ 85,750
8" Diameter Gate Valve	Actual Bid	2	Each	$ 3,500	$ 7,000
10" Diameter Gate Valve	Actual Bid	3	Each	$ 4,500	$ 13,500
12" Diameter Gate Valve	Actual Bid	2	Each	$ 5,500	$ 11,000
16" Diameter Bufferfly Valve	Actual Bid	8	Each	$ 7,500	$ 60,000
Connection to Existing Watermains	Actual Bid	6	Each	$ 10,000	$ 60,000
Cut & Cap Samitary Sewer Lateral	Actual Bid	1	LS	$ 15,250	$ 15,250
Pavement Removal	Actual Bid	1,200	SY	$ 35	$ 42,000
Pavement Restore: 3" Type 3 Binder Course	Actual Bid	1,200	SY	$ 35	$ 42,000
				Project 1 Subtotal	**$ 984,475**
Project 2: High Reservoir Finished Water Main					
Description	**RS Means**	**Amount**	**Unit**	**Unit Cost**	**Total**
30" DIP Class 52 Mechanical joint Watermain	33 14 13.15 2280	800	LF	$ 500	$ 400,000
30" Gate Valve w/ SCADA	33 14 19.10 3831	2	Each	$ 60,000	$ 120,000
Creek Crossing	Quote	1	Each	$ 50,000	$ 50,000
Concrete Vault with Meter	Quote	1	Each	$ 100,000	$ 100,000
Variable Pressure Reducing Valve	Quote	1	Each	$ 200,000	$ 200,000
Connection to Existing Watermains	Quote	2	Each	$ 45,000	$ 90,000
				Project 2 Subtotal	**$ 960,000**
Project 3: High Reservoir Raw Water Main					
Description	**RS Means**	**Amount**	**Unit**	**Unit Cost**	**Total**
30" DIP Class 52 Mechanical joint Watermain	33 14 13.15 2260	650	LF	$ 500	$ 325,000
24" DIP Class 52 Mechanical joint Watermain	33 14 13.15 2180	920	LF	$ 450	$ 414,000
30" Gate Valve w/ SCADA	33 14 19.10 3831	2	Each	$ 60,000	$ 120,000
Creek Crossing	Quote	1	Each	$ 50,000	$ 50,000
Concrete Vault with Meter	Quote	1	Each	$ 100,000	$ 100,000
Connection to Existing Watermains	Quote	1	Each	$ 45,000	$ 45,000
Connection to Coagulation Basin		2	Each	$ 25,000	$ 50,000
				Project 3 Subtotal	**$ 1,104,000**
Project 4: 16" Harmon Street Water Crossing					
Description	**RS Means**	**Amount**	**Unit**	**Unit Cost**	**Total**
16" HDPE Watermain Relining	33 01 30.74 0300	1,200	LF	$ 400	$ 480,000
Connection to Existing Watermains/Misc.	Quote	2	Each	$ 75,000	$ 150,000
				Project 4 Subtotal	**$ 630,000**
Project 5: 12" Madison Avenue Water Crossing					
Description	**RS Means**	**Amount**	**Unit**	**Unit Cost**	**Total**
Mobilization/Demobilization	33 05 07.13 0200	2	Each	$ 5,000	$ 10,000
12" HDPE Main	33 05 23.22 0330	1,000	LF	$ 400	$ 400,000
12" Gate Valve	33 14 19.10 3820	2	Each	$ 8,000	$ 16,000
Connection to Existing Watermains	Quote	2	Each	$ 62,000	$ 124,000
				Project 5 Subtotal	**$ 540,000**
				All Projects Subtotal	**$ 4,218,475**
				Contingency	**$ 765,938**
				Legal/Administrative	**$ 164,500**
				Engineering	**$ 500,000**
				Construction Management/Admin	**$ 395,000**
				Total	**$ 6,043,913**

WIIA Grant	**$ 3,000,000**
BIL Grant	**$ 1,230,739**
BIL Financing	**$ 1,813,174**
Total	**$ 6,043,913**

Last Revised: April 24, 2024

Agenda Summary:	Act on resolution amending prior Council Resolutions No. 2023-294, 2023-316, and 2024-74 to establish the proper use of interest generated in borrowed funds by the City and authorizing the City Chamberlain to make certain journal entries in the Capital Fund and General Fund.
Resolution Number:	2024-174
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution arbitrage certificate capital fund to general fund 2023-294 2023-316 and 2024-74 5.20.2024.docx

May 20, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ___________________:

WHEREAS, based upon training materials provided by the New York Government Finance Officers Association, the City has used interest earned on bond proceeds held in the City's Capital Fund; and

WHEREAS, a portion of these interest funds were recently used in 2023 to purchase three (3) vehicles authorized by Council Resolutions 2023-294 and 2023-316 in the total amount of $105,796.92; and

WHEREAS, said interest proceeds have been authorized to be used to pay Lupini Construction, Inc. for additional restoration costs of $175,812.47 for work on the Clock Tower (Council Resolution 2024-74); and

WHEREAS, the Arbitrage Certificate for the City's recent borrowing of $3,296,500.00 requires interest generated on borrowed funds financing Capital Projects to be transferred from the Capital Fund to the General Fund within one year to be used to pay debt service on the bonds, and this has since been confirmed to be consistent with prior certificates; and

WHEREAS, in order to comply with the terms of the Arbitrage Certificates, it is necessary for the City Chamberlain to make certain journal entries as of December 31, 2023; and

WHEREAS, it is further necessary to amend prior resolutions 2023-294, 2023-316, and 2024-74 to provide that the vehicular purchases and increased Clock Tower restoration costs should have been paid from the General Fund; and

WHEREAS, by making the recommended journal entries, the Capital Fund will be lessened by the total of $281,609.39 and the General Fund will be increased by the same amount, necessitating the Council's approval to transfer from the General Fund to the Capital Fund the total of $281,609.39 with the net result being that there is no negative effect upon either Fund;

NOW, THEREFORE, BE IT

RESOLVED, the City Council of the City of Elmira, New York does hereby amend prior Council Resolutions No. 2023-294, 2023-316, and 2024-74 to establish the proper use of the interest generated on borrowed funds by the City; and be it further

RESOLVED, that City Council does hereby authorize the City Chamberlain to make the journal entries stated hereinabove.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Resolution Authorizing a Grant Application Submission to Empire State Development Corporation Under Round Eight of the Restore NY Communities Initiative Grant Program.

Resolution Number: 2024-175

Sponsor: Gary Brinn

ATTACHMENTS

Resolution Carriage House Project RESTORE NY.doc

May 20th, 2024

RESOLUTION NO. 2024-_____

RESOLUTION AUTHORIZING A GRANT APPLICATION SUBMISSION TO EMPIRE STATE DEVELOPMENT CORPORATION UNDER ROUND EIGHT OF THE RESTORE NY COMMUNITIES INITIATIVE GRANT PROGRAM

Councilmember ____________________________:

WHEREAS, Empire State Development Corporation (ESDC) has announced an eighth round of funding under the Restore NY Communities Initiative to help municipalities demolish, deconstruct, rehabilitate, or reconstruct vacant, abandoned, condemned, and surplus properties for the purpose of revitalizing urban areas; and

WHEREAS, the City of Elmira is applying for a One Million Two Hundred and Fifty Thousand Dollar ($1,250,000) grant to assist towards a Five Million Dollar ($5,000,000) rehabilitation and renovation of the following vacant properties:254 Baldwin Street and 243 Lake Street; and

WHEREAS, 243 Lake Street LLC and 254 Baldwin Street LLC (Todd Yoggy and Charles Hunter) have purchased both buildings for the purpose of developing scattered site, boutique style, hotel and event space; and

WHEREAS, Restore NY funds have been determined by the City of Elmira, Elmira Urban Renewal Agency, Three Rivers Development Corporation, the Chemung County IDA, and Southern Tier Economic Growth (STEG) to be necessary to ensure full rehabilitation of these properties; and

WHEREAS, the proposed financing is appropriate for the specific project and facilitates effective and efficient use of existing public and private resources so as to promote both economic development and the preservation of community resources; and

NOW, THEREFORE, BE IT RESOLVED, that the Department of Community Development's Director of Community Development is hereby authorized to apply to Empire State Development Corporation seeking funds for the Carriage House Inn and Tommy Hilfiger Archive Project; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to accept any and all grant funds awarded to the City of Elmira through this application process.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Act on resolution receiving the Audited Financial Statement/Annual Report for the Elmira Water Board for years Ending December 31, 2022 and December 2023 and placing said report on file.
Resolution Number:	2024-176
Sponsor:	Nan Moss

ATTACHMENTS

resolution EWB audited financial statement yrs end 12.31.2022 & 2023 5.20.2024.docx
12.31.2023 and 12.31.2022 report.pdf

May 20, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ______________________:

Act on resolution receiving the Audited Financial Statement/Annual Report for the Elmira Water Board for Years Ending December 31, 2022 and December 31, 2023, and placing said report on file.

ADOPTED BY THE FOLLOWING VOTE

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

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

ELMIRA, NEW YORK

AUDITED FINANCIAL STATEMENTS

OTHER FINANCIAL INFORMATION

AND

INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2023 AND 2022

MMB+CO

BUSINESS
ADVISORS
AND CPAS

CONTENTS

INDEPENDENT AUDITOR'S REPORT

Elmira Water Board
(An Enterprise Fund of the City of Elmira, New York)

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Elmira Water Board, an enterprise fund of the City of Elmira, New York, which comprise the statements of net position as of December 31, 2023 and 2022, and the related statements of activities and changes in net position and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the net position of Elmira Water Board as of December 31, 2023 and 2022, and the changes in its net position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Elmira Water Board, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note A to the financial statements, in 2023, the entity adopted new accounting guidance related to accounting for credit losses. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Elmira Water Board's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Elmira Water Board's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Elmira Water Board's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, the schedule of the Company's proportionate share of the net pension liability, schedule of Company contributions - pension, and schedule of changes in the Company's total other postemployment benefits liability and related ratios on pages 5 through 8 and 33 through 35, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Mengel, Metzger, Barr & Co. LLP

Elmira, New York
April 18, 2024

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED DECEMBER 31, 2023

Introduction:

Our discussion and analysis of Elmira Water Board's (the "Company") financial performance provides an overview of the Company's financial activities for the fiscal year ended December 31, 2023. It also provides a description and understanding of the various financial statements and other financial and statistical information contained herein. Please read it in conjunction with the Company's basic financial statements.

Elmira Water Board is a local water utility which provides water to various communities in the County of Chemung, New York.

Mission:

The Elmira Water Board is committed to providing the community with high quality water; to insuring the safety of our system; and to being fiscally responsible to our entire customer base.

Values:

- Water quality standards
- Customer service and satisfaction
- Fiscal responsibility
- Quality personnel
- Equitable rules and regulations

Continuing Goals:

- Maintain and upgrade infrastructure, consumer relations/outreach, consumer base expansion, and meet all Federal and State water quality standards.
- Utilize every resource available to meet all Federal and State water quality standards.
- Maintain and rehabilitate infrastructure to help ensure uninterrupted service.
- Expand consumer relations by educating customers on the history of the Elmira Water Board and providing water component and usage information.

Operational Information:

The Elmira Water Board currently provides service to approximately 17,500 accounts with an estimated population of 54,000 residents. Our institutional/industrial and wholesale customer bases represent 24% of our total water revenue and the residential customer base represents 76%.

In 2023 the average annual residential usage, in gallons, was 42,072 and the average yearly residential bill was $344.81, a decrease of approximately $10, compared to 2022.

The Elmira Water Board pumped, treated, and distributed to our customers approximately 1.7 billion gallons of water in 2023. In 2023 our total water sales amounted to $8,217,113; a decrease of $102,823 compared to the 2022 water sales of $8,319,936.

The distribution system contains 225 miles of water mains, 1,253 hydrants, approximately 5,000 valves and several thousand service lines. The Water Board Maintenance Department, consisting of 12 employees, maintains the system and updates the infrastructure throughout the distribution system.

Our water treatment plant provides twenty-four/seven supervision of water production. The Filtration Department's 10 employees oversee the filtration process. In conjunction with the Filter Plant, we operate and maintain six pumping stations, four finished water reservoirs, and six wells. The Water Board's Facilities Department, which consists of five employees, services these structures and related equipment as well as all other Water Board assets.

Residential and commercial water meters are read by our Meter Department, which total over 100,000 reads per year. The five employees in the department are also responsible for the installation and maintenance of meters, service line inspections, and all other customer service related activities. In the last quarter of 2023 the Meter Department began changing out meters and installing radio read devices. These efforts will continue into 2024 until all meters have been changed and all accounts are read via radio read device.

The Main Office, with its 5 employees, bills all residential and commercial accounts (including fire lines and out-of-district hydrants), processes payments from customers, provides customer service, administers delinquent accounts, and performs all accounting functions, i.e. accounts payable, account receivable and employee payroll for the Elmira Water Board.

Employee wage and benefit costs comprise 53% of the operating expenses of the Water Board in 2023. The mandated New York State pension cost continues to be a financial strain to the operations of the Company. The Company makes every effort to reserve the needed contributory funds and make prepaid payments to take advantage of extended New York State pension discounts.

Capital Projects:

In 2023 the Company's maintenance department installed 1,093 feet of ductile iron water main to replace existing mains. The total capitalized cost of this work was $77,791.

The engineering and maintenance departments also evaluate the need for the installation or replacement of valves, hydrants, and service line connections throughout the distribution system. In 2023 the Company replaced 70 valves for a total cost of $166,431 and 55 hydrants for a total cost of $190,844. By continuing to replace valves throughout the distribution system, the Company will be better prepared for emergencies as they arise.

In 2017 the Company was awarded funds through the New York State Clean Water Infrastructure Act of 2017 Lead Service Line Replacement Program (LSLRP) to facilitate the replacement of lead service lines. This reimbursement program has been extended through February 2024. During the year there were 149 main to curb service lines replaced or added for a total cost of $220,767; 145 of these service line replacements were lead service lines which were upgraded to copper. The total grant revenue received through the NYS LSLRP during 2023 was $201,498 and at December 31, 2023 there is an outstanding grant receivable of $355,650.

Throughout the year the Company also had the following capital expenditures: the replacement of 17 large meters (1 ½" to 8") for a total cost of $37,234; the replacement of two (2) pickup trucks for a total cost of $93,000; the purchase of a 6-ton asphalt hot box for $62,994; a valve turner machine for $74,461; a John Deere utility tractor (with implements) for $69,217; parking lot repairs/repaving for a total cost of $68,730; and the main lining of the pipe at the Coagulation Basin for $149,750.

Financial Statements:

The Statement of Activities and Change in Net Position present information showing the change in the Company's net position during the most recent fiscal year end December 31, 2023. All changes in the net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of cash flows. Thus, revenues and expenses are reported in this statement include all items that will result in cash received or disbursed in future fiscal periods. For example, the receipts due from customers, or the payment accrued for accumulated vacation days.

The Statement of Cash Flows provides information on the major sources and uses of cash during the year. The cash flow statement portrays net cash provided or used from operating, non-capital financing, capital financing, and investing activities.

Current Assets and Liabilities

Current assets include cash and cash equivalents, accounts receivable and inventory. Accounts receivable includes amounts due from customers. Current liabilities include accounts payable, accrued expenses, interest payable, deferred revenues, and the current portion (due within one year) of long-term liabilities.

Accounts payable are amounts due to vendors and other agencies. Accrued liabilities include accrued payroll, payroll taxes, and other payroll related liabilities such as accumulated sick and vacation.

Capital Assets, Net

The Company had been recording depreciation on its capital assets prior to implementing GASB Statement No. 34 at a rate of approximately 2% per year. As a result of the GASB pronouncement, the Company began recording depreciation on its capital assets at rates specific to each individual asset over its useful life, rather than applying a blanket rate to all capital assets.

Depreciation expense on capital assets for the years ended December 31, 2023 and 2022 was $1,256,827 and $1,258,077, respectively.

The Company continues to replace/rehabilitate water mains, valves, hydrants, and service lines throughout our entire distribution system. Larger capital projects of this nature are sometimes funded by bonding, which is issued by the City of Elmira on behalf of the Elmira Water Board.

Construction in progress on December 31, 2022 represents the expenditure of funds during the 2022 fiscal year for a pump and motor assembly for the West Elmira booster station, office furniture and computers, which were placed in service during 2023.

Noncurrent Liabilities

Noncurrent liabilities consist of the long-term portion of debt related to the Elmira Water Board facilities. Included in long-term debt are obligations of the State of New York. Other long-term liabilities include other postretirement benefits payable and compensated absences payable (sick and vacation accruals to be paid upon departure).

Description of Expenses

- **Source of supply** includes activities related to the maintenance and operation of the raw water supply system.
- **Power and pumping** reflects activities related to powering and pumping of the water supply.
- **Purification** includes activities related to treatment and purification of the water supply.
- **Distribution** includes activities related to getting the water supply to the consumer.
- **Cost of other customer services** includes minor expenses not related to other functional categories.
- **Billing and collection** represents all support functions related to meter reading, billing, and collection of water revenues.
- **Administration and general** represents activities related to finance, personnel, and administrative functions.
- **Real estate taxes** represent property taxes paid on properties owned by the Elmira Water Board.
- **Depreciation** represents the cost/use of equipment, machinery and other properties in operations during the year.

Non-operating Revenues and Expenses

These amounts represent interest and bond administration payments on outstanding debt, interest income received on accounts at the Company's financial institution and the gain/loss on the disposal of capital assets.

Looking Forward:

The Company will continue to replace/rehabilitate mains, valves, services and hydrants throughout the distribution system. In addition, the Company is implementing a new Automated Meter Reading (AMR and AMI) technology. This type of technology has the potential for significant savings in the labor and equipment categories of expenses. The Company is also continuing to work on the replacement of lead service lines throughout its distribution system.

Contacting the Elmira Water Board's Financial Management:

For further information, contact Ms. Alyssa L. Melens, General Manager, at 261 West Water Street, Elmira, New York 14901.

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

STATEMENTS OF NET POSITION

ASSETS AND DEFERRED OUTFLOWS	December 31, 2023	December 31, 2022
CURRENT ASSETS		
Cash	$ 6,665,747	$ 7,009,691
Restricted cash	1,260,943	1,367,150
Accounts receivable, net of allowance for credit losses of $35,000	1,455,364	1,266,856
Inventories	1,566,565	910,141
TOTAL CURRENT ASSETS	10,948,619	10,553,838
DEFERRED OUTFLOWS OF RESOURCES		
Prepaid expenses	277,034	294,235
Related to postemployment benefits	158,817	218,875
Related to pensions	2,084,770	2,140,109
Related to bond refunding	3,160	4,301
	2,523,781	2,657,520
OTHER ASSETS		
Net pension asset	-	701,341
Capital assets, net of accumulated depreciation	33,581,770	33,585,022
	33,581,770	34,286,363
	$ 47,054,170	$ 47,497,721

The accompanying notes are an integral part of the financial statements.

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

STATEMENTS OF NET POSITION, Cont'd

LIABILITIES, DEFERRED INFLOWS AND NET POSITION	December 31, 2023	December 31, 2022
CURRENT LIABILITIES		
Current portion of long-term debt	$ 443,120	$ 456,543
Accounts payable	161,251	121,110
Accrued expenses	37,000	39,000
Accrued compensation and related liabilities	60,432	57,948
Accrued interest payable	13,312	16,589
Compensated absences payable	335,757	378,224
TOTAL CURRENT LIABILITIES	1,050,872	1,069,414
LONG-TERM LIABILITIES		
Net postemployment benefits liability	1,867,312	2,132,618
Net pension liability	1,987,400	-
Long-term debt	1,104,014	1,565,489
Compensated absences payable	415,280	365,085
	5,374,006	4,063,192
DEFERRED INFLOWS OF RESOURCES		
Related to pensions	552,710	2,973,717
Related to postemployment benefits	234,470	54,854
	787,180	3,028,571
NET POSITION		
Invested in capital assets, net of related debt	32,034,636	31,562,990
Restricted for capital improvement	285,529	284,274
Unrestricted	7,521,947	7,489,280
	39,842,112	39,336,544
	$ 47,054,170	$ 47,497,721

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

STATEMENTS OF ACTIVITIES AND CHANGES IN NET POSITION

	Year ended December 31, 2023	Year ended December 31, 2022
Operating revenues:		
Water sales	$ 8,217,113	$ 8,319,936
Other customer services and revenues	1,084,585	939,124
TOTAL OPERATING REVENUES	9,301,698	9,259,060
Operating expenses:		
Source of supply	81,938	165,273
Power and pumping	989,062	1,033,752
Purification	995,123	897,170
Distribution	1,973,589	1,702,890
Cost of other customer services	184,515	177,912
Billing and collection	758,283	677,458
Administration and general	2,324,952	1,766,459
Real estate taxes	225,510	243,830
Depreciation	1,256,827	1,258,077
TOTAL OPERATING EXPENSES	8,789,799	7,922,821
OPERATING INCOME	511,899	1,336,239
Non-operating revenues (expenses):		
Interest income	87,691	15,636
Loss on disposal of capital assets	(51,871)	(44,231)
Interest and bond expense	(42,151)	(52,842)
TOTAL NON-OPERATING EXPENSES	(6,331)	(81,437)
CHANGE IN NET POSITION	505,568	1,254,802
Net position at beginning of year	39,336,544	38,081,742
NET POSITION AT END OF YEAR	$ 39,842,112	$ 39,336,544

The accompanying notes are an integral part of the financial statements.

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

STATEMENTS OF CASH FLOWS

	Year ended December 31, 2023	2022
CASH FLOWS - OPERATING ACTIVITIES		
Receipts from services	$ 9,113,190	$ 9,389,573
Payments to suppliers and employees	(7,826,401)	(7,168,672)
NET CASH PROVIDED FROM OPERATING ACTIVITIES	1,286,789	2,220,901
CASH FLOWS - CAPITAL AND RELATED FINANCING ACTIVITIES		
Interest income received	87,691	15,636
Proceeds on disposal of capital assets	30,500	-
Purchase and construction of capital assets, net of trade in allowance	(1,335,946)	(710,470)
Payment of bond principal	(456,543)	(447,309)
Payment of bond interest and administrative fees	(62,642)	(75,626)
NET CASH USED FOR CAPITAL AND RELATED FINANCING ACTIVITIES	(1,736,940)	(1,217,769)
NET CHANGE IN CASH AND RESTRICTED CASH	(450,151)	1,003,132
Cash and restricted cash at beginning of year	8,376,841	7,373,709
CASH AND RESTRICTED CASH AT END OF YEAR	$ 7,926,690	$ 8,376,841

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

STATEMENTS OF CASH FLOWS, Cont'd

	Year ended December 31, 2023	2022
RECONCILIATION OF CHANGE IN NET POSITION TO NET CASH PROVIDED FROM OPERATING ACTIVITIES:		
Change in net position	$ 505,568	$ 1,254,802
Adjustments to reconcile change in net position to net cash provided from operating activities:		
Interest income	(87,691)	(15,636)
Depreciation	1,256,827	1,258,077
Loss on disposal of capital assets	51,871	44,231
Interest and bond expense	42,151	52,842
Provision for credit losses	4,705	305
Change in assets and liabilities:		
Accounts receivable	(193,213)	130,208
Inventories	(656,424)	(263,813)
Prepaid expenses	17,201	13,912
Deferred outflows related to postemployment benefits	60,058	121,675
Deferred outflows related to pensions	55,339	95,151
Net pension asset	701,341	(701,341)
Accounts payable	40,141	3,464
Accrued expenses	(2,000)	18,114
Accrued compensation and related liabilities	2,484	4,925
Deferred inflows related to pensions	(2,421,007)	287,497
Deferred inflows related to postemployment benefits	179,616	30,730
Compensated absences payable	7,728	(5,113)
Net postemployment benefits liability	(265,306)	(100,018)
Net pension liability	1,987,400	(9,111)
NET CASH PROVIDED FROM OPERATING ACTIVITIES	$ 1,286,789	$ 2,220,901

The accompanying notes are an integral part of the financial statements.

NOTE A: THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of reporting

Elmira Water Board (the "Company") is a local water company which provides water to various communities in the County of Chemung, New York. The Company is an enterprise fund of the City of Elmira, New York (the "City"). The City has proprietary interest in all assets and the responsibility for all obligations of the Company. The Company's accounts are segregated into a separate enterprise fund.

The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Revenue recognition

Revenues are recorded when billed. Residential and smaller accounts are billed bi-monthly, and all other customers are billed monthly.

Cash and restricted cash

For purposes of cash flow reporting, cash includes cash from operations and restricted cash. Collateral is required for cash balances not covered by FDIC insurance. Obligations that may be pledged as collateral are obligations of the United States and its agencies or obligations of New York State or its municipalities. At December 31, 2023 and 2022, the Company's cash balances were FDIC insured or collateralized with securities held by the pledging financial institution in the Company's name.

Accounts receivable and allowance for credit losses

Accounts receivable are stated at the amount management expects to collect from outstanding balances. At each statement of net position date, the Company recognizes an expected allowance for credit losses. The allowance is updated at each statement of net position date to reflect any changes in credit risk since the receivable was initially recorded. The allowance for credit losses is calculated on a pooled basis where similar risk characteristics exist.

The allowance for credit losses is derived from a review of the Company's historical losses based on the aging of receivables. This estimate is adjusted for management's assessment of current conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant by the Company. The Company believes historical loss information is a reasonable starting point in which to calculate the expected allowance for credit losses as the Company's customer demographics have remained constant. However, due to various economic factors, the Company could see higher than expected credit losses than have been incurred in the past.

Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance for credit losses and a credit to the applicable accounts receivable. If any recoveries are made from any accounts previously written off, they will be recognized as an offset to credit loss expense in the year of recovery. There were write offs of $4,705 during the year ended December 31, 2023.

Inventories

Inventories, consisting of supplies, parts and gasoline, are stated at the lower of cost and net realizable value.

NOTE A: THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Cont'd

Pensions

For purposes of measuring net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the New York State and Local Employees' Retirement System ("the System") and additions to/deductions from the System's net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

Other postemployment benefits (OPEB)

For purposes of measuring the OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the Company's plan has been supplied to an actuary for determination of those amounts. The Company operates the OPEB plan on a pay-as-you-go basis.

Capital assets

Capital assets are stated on the basis of cost. Expenditures for renewals and betterments are capitalized while expenditures for repairs and maintenance are charged to operations as incurred. Upon sale or retirement, the related cost and allowances for depreciation are removed from the accounts and the related gain or loss is reflected in operations. Depreciation is computed using the straight-line method on a basis considered adequate to depreciate the assets over their estimated useful lives, which range from three to one hundred seven years.

Use of estimates in the preparation of financial statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Adoption of new accounting standard – credit losses

In June 2016 the FASB issued guidance (FASB ASC 326) which changed how entities measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASB ASC 326 were accounts receivable.

The Company adopted the standard effectively January 1, 2023. The impact of adoption was not considered material to the financial statements and primarily resulted in new/enhanced disclosures only.

Subsequent events

The Company has conducted an evaluation of potential subsequent events occurring after the statement of net position date through April 18, 2024, which is the date the financial statements are available to be issued. No subsequent events requiring disclosure were noted.

NOTE B: RESTRICTED CASH

Restricted cash represents unspent note proceeds and funds set aside for future capital expenditures, debt service, and retirement or postemployment benefit contributions. Certain restricted cash funds are restricted by grantors or by law through the Company's charter. At December 31, 2023 and 2022, these amounts totaled $285,528 and $284,273, respectively, and were recorded as net assets restricted for capital improvement on the statements of net position. Restricted cash balances consist of the following:

	December 31,	
	2023	2022
Water System Improvement Fund	$ -	$ 2,197
New York State Employee's Retirement Reserve Fund	357,635	394,917
Employee Benefit Reserve Fund	124,893	194,622
Capital Reserve Fund	285,528	282,076
Debt Service Fund	492,887	493,338
	$ 1,260,943	$ 1,367,150

NOTE C: ALLOWANCE FOR CREDIT LOSSES

The allowance for credit losses for resident accounts receivable at December 31, 2023 is as follows:

Beginning balance	$ 35,000
Provision for expected credit losses	(4,705)
Write-offs	4,705
Recoveries	-
Ending balance	$ 35,000

NOTE D: CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2023 follows:

	Balance January 1, 2023	Additions	Deductions	Balance December 31, 2023
Non-depreciable capital assets:				
Land	$ 510,227	$ -	$ -	$ 510,227
Construction in process	34,581	333,414	(367,995)	-
TOTAL NON-DEPRECIABLE CAPITAL ASSETS	544,808	333,414	(367,995)	510,227
Depreciable capital assets:				
Source of supply	4,351,845	169,849	-	4,521,694
Power and pumping	4,171,644	51,314	-	4,222,958
Purification and treatment	16,132,839	37,427	(52,124)	16,118,142
Distribution	37,270,404	878,146	(336,118)	37,812,432
Other	4,454,838	256,618	(266,931)	4,444,525
TOTAL DEPRECIABLE CAPITAL ASSETS	66,381,570	1,393,354	(655,173)	67,119,751
Less accumulated depreciation for:				
Source of supply	(2,279,938)	(73,001)	(20,099)	(2,373,038)
Power and pumping	(3,500,705)	(64,790)	(2,727)	(3,568,222)
Purification and treatment	(11,601,651)	(303,636)	48,832	(11,856,455)
Distribution	(13,326,433)	(605,176)	301,164	(13,630,445)
Other	(2,632,629)	(210,224)	222,805	(2,620,048)
TOTAL ACCUMULATED DEPRECIATION	(33,341,356)	(1,256,827)	549,975	(34,048,208)
CAPITAL ASSETS, NET	$ 33,585,022	$ 469,941	$ (473,193)	$ 33,581,770

NOTE E: LONG-TERM DEBT

Long-term debt of the Company is summarized as follows:

	Year ended December 31, 2023		December 31,	
	Interest payments	Principal payments	2023 Amount	2022 Amount
Bonds payable:				
Bond payable in annual installments of $110,000 through November 2024 plus interest varying from 4.795% to 4.865%, payable semi-annually.	$ 456	$ 105,000	$ 110,000	$ 215,000
Bond payable in annual installments varying from $130,000 to $155,000 through August 2027 plus interest varying from 3.375% to 5.00%, payable semi-annually. (Refinanced in 2014)	28,994	125,000	565,000	690,000
Bond payable in annual installments of $35,000 through November 2024 plus interest at 6.18%, payable semi-annually. (Refinanced in 2012)	459	35,000	35,000	70,000
Refunded bond payable in annual installments varying from $96,000 to $129,600 through May 2029 plus interest at 4.00%, payable semi-annually.	28,252	110,800	678,600	789,400
Bond payable in annual installments varying from $53,120 to $54,560 through May 2025 plus interest varying from 2.00% to 2.13%, payable semi-annually.	2,812	52,380	107,680	160,060
Total bonds payable	60,973	428,180	1,496,280	1,924,460
Direct borrowings:				
Finance lease paid in 2023. (1)	1,356	28,363	-	28,363
Total direct borrowings	1,356	28,363	-	28,363
Total principal and interest	$ 62,329	$ 456,543		
Total bonds payable and direct borrowings			1,496,280	1,952,823
Add unamortized bond premium			50,854	69,209
Less current portion			(443,120)	(456,543)
			$ 1,104,014	$ 1,565,489

NOTE E: LONG-TERM DEBT, Cont'd

(1) The finance lease was for the right to use certain equipment acquired in 2020 which is included in other depreciable capital assets in the statement of net position in the amount of $126,267 at December 31, 2023 and 2022. Accumulated depreciation amounted to $63,133 and $45,095 for the years ended December 31, 2023 and 2022, resulting in a net book value is $63,134 and $81,172, respectively.

The following is a schedule of maturities of debt:

Year ended December 31,	Principal	Interest
2024	$ 443,120	$ 56,827
2025	308,760	37,808
2026	267,800	25,639
2027	284,600	15,697
2028	96,000	5,760
Thereafter	96,000	1,920
	$ 1,496,280	$ 143,651

Certain bonds provide for subsidized interest payments. Escrow accounts earn interest which is used to reduce interest payments. The schedule of maturities above does not include this interest subsidy.

The proceeds of the advance refunding of certain bonds were placed in escrow accounts with a trust agent and used to purchase securities to meet all debt service requirements of the refunded debt. The liability for the refunded bonds and the related securities and escrow accounts were not included in the accompanying financial statements as the Company defeased its obligations for payment of the refunded debt upon completion of the refunding transactions. At December 31, 2023, refunded bond issues and the related principal payable from escrow amounted to $738,000.

NOTE F: EMPLOYEE BENEFIT PLAN

Plan description

The Company participates in the New York State and Local Employees' Retirement System ("the System"). This is a cost-sharing, multiple-employer defined benefit pension plan. The net position of the System is held in the New York State Common Retirement Fund ("the Fund"), which was established to hold all assets and record changes in fiduciary net position allocated to the System. The Comptroller of the State of New York serves as the trustee of the Fund and is the administrative head of the System. The Comptroller is an elected official determined in a direct statewide election and serves a four-year term. Thomas P. DiNapoli has served as Comptroller since February 7, 2007. In November 2022, he was elected for a new term commencing January 1, 2023. System benefits are established under the provisions of the New York State Retirement and Social Security Law ("RSSL"). Once a public employer elects to participate in the System, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a State statute. The System is included in the State's financial report as a pension trust fund. Separately issued financial statements for the System can be accessed on the Comptroller's website at www.osc.state.ny.us/retire/about_us/financial_statements_index.php.

NOTE F: EMPLOYEE BENEFIT PLAN, Cont'd

Benefits provided

The system provides retirement benefits, as well as death and disability benefits. Eligibility is based on Tier membership and years of service.

Retirement

Generally, the retirement benefit is 1.67% of final average salary for each year of service if the member retires with less than 20 years. If the member retires with 20 or more years of services, the retirement benefit increases depending on Tier membership. Final average salary is the average of the wages earned in the three highest consecutive years of employment. For Tier 3, 4 and 5 members, each year used in the final average salary calculation is limited to no more than 10% greater than the average of the previous two years. For Tier 6 members, each year used in the final average salary calculation is limited to no more than 10% greater than the average of the previous four years.

Disability Retirement Benefits

Disability retirement benefits are available to members unable to perform their job duties because of permanent physical or mental incapacity. There are three general types of disability benefits: ordinary, performance of duty, and accidental disability benefits. Eligibility, benefit amounts, and other rules such as any offsets or other benefits depend on a member's tier, years of service, and plan.

Ordinary Death Benefits

Death benefits are payable upon the death, before retirement, of a member who meets eligibility requirements as set forth by law. The first $50,000 of an ordinary death benefit is paid in the form of group term life insurance. The benefit is generally three times the member's annual salary. For most members, there is also a reduced post-retirement ordinary death benefit available.

Post-Retirement Benefit Increases

A cost-of-living adjustment is provided annually to: (i) all pensioners who have attained age 62 and have been retired for five years; (ii) all pensioners who have attained age 55 and have been retired for ten years; (iii) all disability pensioners, regardless of age, who have been retired for five years; (iv) System recipients of an accidental death benefit, regardless of age, who have been receiving such benefit for five years and (v) the spouse of a deceased retiree receiving a lifetime benefit under an option elected by the retiree at retirement. An eligible spouse is entitled to one-half the cost-of-living adjustment amount that would have been paid to the retiree when the retiree would have met the eligibility criteria. This cost-of-living adjustment is a percentage of the annual retirement benefit of the eligible member as computed on a base benefit amount not to exceed $18,000 of the annual retirement benefit. The cost-of-living percentage shall be 50 percent of the annual Consumer Price Index as published by the U.S. Bureau of Labor, but cannot be less than 1 percent or exceed 3 percent.

NOTE F: EMPLOYEE BENEFIT PLAN, Cont'd

Contributions

The System is noncontributory except for employees who joined the System after July 27, 1976, who contribute 3 percent of their salary for the first ten years of membership, and employees who joined on or after January 1, 2010 who generally contribute 3 percent of their salary for their entire length of service. For Tier 6 members, the contribution rate varies from 3 percent to 6 percent depending on salary. Generally, Tier 5 and 6 members are required to contribute for all years of service. Under the authority of the RSSL, the Comptroller annually certifies the actuarially determined rates expressly used in computing the employers' contributions based on salaries paid during the Systems' fiscal year ending March 31. The pension contribution for the years ended December 31, 2023 and 2022 amounted to $354,445 and $300,112, respectively.

Pension plan fiduciary net position

The components of the current-year net pension liability (asset) of the employers as of the respective measurement dates, were approximately as follows:

Measurement date	March 31, 2023	March 31, 2022
Employers' total pension liability	$ 232,627,259,000	$ 223,874,888,000
Plan net position	(211,183,223,000)	(232,049,473,000)
Employers' net pension liability (asset)	$ 21,444,036,000	$ (8,174,585,000)
Ratio of plan net position to the employers' total pension liability	90.78%	103.65%

Actuarial assumptions

The total pension liability (asset) for the March 31, 2023 and 2022 measurement dates was determined by using an actuarial valuation as of April 1, 2022 and 2021, respectively, with updated procedures used to roll forward the total pension liability (asset) to March 31, 2023 and 2022, respectively. The following actuarial assumptions were used in the valuation as of March 31, 2023 and 2022:

Actuarial cost method	Entry age normal
Inflation	2.9%
Salary scale	4.4%
Investment rate of return	5.9% compounded annually, net of investment expenses
Cost of living adjustments	1.5% annually
Decrements	Based upon FY 2016-2020 experience
Mortality improvement	Society of Actuaries' Scale MP-2021

NOTE F: EMPLOYEE BENEFIT PLAN, Cont'd

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected return, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target allocation	Long-term expected real rate of return
Domestic equity	32 %	4.30%
International equity	15	6.85%
Private equity	10	7.50%
Real estate	9	4.60%
Opportunistic portfolio	3	5.38%
Credit	4	5.43%
Real assets	3	5.84%
Fixed income	23	1.50%
Cash equivalents	1	0.00%
	100 %	

The real rate of return is net of the long-term inflation assumption of 2.5%.

Discount rate

The discount rate used to calculate the total pension liability (asset) at March 31, 2023 and 2022 was 5.9%. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based upon the assumptions, the System's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset).

Sensitivity of the net pension liability (asset) to the discount rate assumption

The following presents the current-period net pension liability of the Company calculated using the discount rate of 5.9%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (4.9%) or 1-percentage-point higher (6.9%) than the current rate at the March 31, 2023 measurement date:

NOTE F: EMPLOYEE BENEFIT PLAN, Cont'd

	1% Decrease (4.9%)	Current Discount (5.9%)	1% Increase (6.9%)
Company's proportionate share of the Net Pension Liability (Asset)	$ 4,802,693	$ 1,987,400	$ (365,105)

Pension liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions

At December 31, 2023 and 2022, the Company reported a liability and asset of $1,987,400 and ($701,341) respectively, for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of March 31, 2023 and 2022, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of April 1, 2022 and 2021. The Company's proportion of the net pension liability (asset) was based on a projection of the Company's long-term share of contributions to the pension plan relative to the projected contributions of the City of Elmira, New York, actuarially determined. At December 31, 2023 and 2022, the Company's proportion was 43% and 48%, respectively.

For the years ended December 31, 2023 and 2022, the Company recognized pension expense of $352,518 and $20,241, respectively. The Company reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	December 31,			
	2023		2022	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 211,674	$ 55,814	$ 53,113	$ 68,892
Changes in assumptions	965,209	10,667	1,170,460	19,750
Net difference between projected and actual earnings on pension plan investments	-	11,676	-	2,296,598
Changes in proportion and differences between Company contributions and proportionate share of contributions	553,442	474,553	616,424	588,477
Company contributions subsequent to the measurement date	354,445	-	300,112	-
	$ 2,084,770	$ 552,710	$ 2,140,109	$ 2,973,717

NOTE F: EMPLOYEE BENEFIT PLAN, Cont'd

Deferred outflows of resources related to pensions resulting from Company contributions subsequent to the measurement date will be recognized as a reduction in the net pension liability (asset) in the year ended December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31,	
2024	$ 280,822
2025	(83,647)
2026	424,327
2027	556,112
	$ 1,177,614

NOTE G: POSTEMPLOYMENT HEALTHCARE BENEFITS

Plan description

The Company provides medical coverage to eligible employees, retirees and dependents through a choice of four community rated health plans with Excellus Blue Cross Blue Shield. The benefits of each are outlined in the table below:

Benefits provided

	Platinum 6	**Gold 6**	**Silver 2**	**Bronze 4**
Deductible	None	$1,800 / $3,600	$3,600 / $7,200	$6,550 / $13,100
Coinsurance	None	80%	75%	100%
Out-of-Pocket Maximum	$6,550 / $13,100	$3,600 / $7,200	$6,750 / $13,500	$7,500 / $15,000
30 Day Rx Supply	$5 / $35 / $70	$5 / $45 / $90	$5 / $45 / $90	Deductible & Coinsurance

To assist in meeting the deductible, the Company makes contributions into a Health Savings Account (HSA) for each member who enrolls in one of the high deductible health plans (Gold 6, Silver 2 and Bronze 4). The Company contributes $1,400 / $2,800 for Gold 6 enrollees, $2,000 / $4,000 for Silver 2 enrollees and $3,450 / $6,850 for Bronze 4 enrollees.

Dental and vision coverage is also provided to pre-65 retirees.

Eligibility

All members hired prior to January 1, 2018 may retire from the Company with a minimum age of fifty-five (55) and a minimum of five (5) years of state retirement eligible service in order to be eligible for postemployment healthcare benefits.

NOTE G: POSTEMPLOYMENT HEALTHCARE BENEFITS, Cont'd

All members hired on/after January 1, 2018 may retire from the Company with a minimum age of fifty-five (55) and a minimum of ten (10) consecutive years of service with the Company in order to be eligible for postemployment healthcare benefits. Retirees shall be eligible to select coverage of individual, self plus dependent, self plus child(ren) and family plan, however once a retiree or their dependent becomes eligible for Medicare or Medicaid, whichever comes first, the Company is no longer obligated to provide health care coverage for the retiree, spouse or dependent.

Contributions

Eligible retirees receive medical coverage from the Company until the retiree attains Medicare or Medicaid eligibility, whichever occurs first. For retirees hired prior to January 1, 2018 the Company contributes 75% of the applicable plan premium until the retiree attains age 60, at which point the Company will provide 100% coverage. For retirees hired on / after January 1, 2018 the Company contributes 75% of the applicable plan premium for the duration of the coverage period.

Employees covered by benefit terms

The following employees were covered by the benefit terms:

	January 1, 2023	January 1, 2022
Inactive employees or beneficiaries currently receiving benefit payments	25	25
Active employees	42	42
	67	67

NOTE G: POSTEMPLOYMENT HEALTHCARE BENEFITS, Cont'd

Actuarial methods and assumptions

The total other postemployment benefit (OPEB) liability for the January 1, 2023 measurement date was determined by using an actuarial valuation as of January 1, 2022 with actuarial roll forward techniques to calculate the results as of the measurement date. The total OPEB liability for the January 1, 2022 measurement date was determined by using an actuarial valuation as of January 1, 2022. The following actuarial assumptions were used in the valuation applied to all periods in the measurement, unless otherwise specified:

Actuarial Cost Method	Entry-Age Normal - Level Percent of Pay
Plan Type	Single Employer Defined Benefit Plan
Discount Rate	3.72%, as of January 1, 2023 2.06%, as of January 1, 2022
Salary Scale	3%
Rate of Inflation	2.5%, as of January 1, 2023 2.5%, as of January 1, 2022
Mortality	The Pub-2010 Mortality Table sex distinct and job category-specific, headcount weighted and adjusted for mortality improvements with scale MP-2021 mortality improvement scale on a generational basis.
Turnover & Retirement Incidence	Rates of decrement due to turnover based on the experience under the New York State Employees' Retirement System (ERS). The ERS and PFRS rates are based on the experience study released by the Retirement Systems Actuary and published in their August 2020 Report.

NOTE G: POSTEMPLOYMENT HEALTHCARE BENEFITS, Cont'd

Medical Trend

To Fiscal Year Ending	Trend
2024	7.00%
2025	6.50%
2026	6.00%
2027	5.20%
2028	5.16%
2033	4.97%
2038	4.97%
2043	4.78%
2053	4.62%
2063	4.53%
2073	4.15%
2083	3.94%
2093	3.94%

The above trend rates were developed using the baseline projection of the SOA Long-Run Medical Cost Trend Model (2022). The short term (first 4 years) trend rates were based on the recent premium rate history for the Company. The long-term (after 4 years) trend rates were based on the following assumptions:

Rate of Inflation: 2.5%
Rate of Growth in Real Income/GDP per capita: 1.4%
Extra Trend due to Technology and other factors: 1.0%
Health Share of GDP Resistance Point: 20%

Dental/Vision Trend 2%

Election Percentage Upon retirement it is assumed that eligible employees will elect to participate in the Company's OPEB plan at the following rates:

Participation Group	% Electing Coverage
Retiree	100%
Retiree's Spouse	85%
Surviving Spouse	0%

NOTE G: POSTEMPLOYMENT HEALTHCARE BENEFITS, Cont'd

Health Plan Election

It has been assumed for this valuation that future retirees will enroll in the Company's medical plans at the following rates:

Plan	% Electing Coverage
Gold 6	70%
Platinum 6	5%
Bronze 4	25%
Silver 17	0%

Marriage Rate

It is assumed that 70% of retirees will be married at the time of their retirement, with the male spouse assumed to be approximately 3 years older than the female.

Morbidity

Based on results from Table 5 of "Health Care Costs - From Birth to Death" by Dale Yamamoto, part of the Health Care Cost Institutes Independent Report Series, June 2013.

Per Capita Costs

The Company provides four community rated plans to all pre 65 actives and retirees. Age-adjusted premiums, including administrative fees, were used to calculate the actuarial accrued liability.

Discount rate

The discount rate used to calculate the total OPEB liability was 3.72% and 2.06% as of January 1, 2023 and 2022, respectively. With a pay-as-you-go funded plan the discount rate is calculated using a yield index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Changes in the total OPEB liability

	Year ended December 31, 2023	2022
Balance at beginning of year	$ 2,132,618	$ 2,232,636
Changes for the year:		
Service cost	104,656	91,675
Interest	44,386	47,270
Differences between expected and actual experience	-	(67,187)
Changes in assumptions and other inputs	(249,140)	17,444
Benefit payments	(165,208)	(189,220)
	(265,306)	(100,018)
Balance at end of year	$ 1,867,312	$ 2,132,618

NOTE G: POSTEMPLOYMENT HEALTHCARE BENEFITS, Cont'd

Changes of assumptions and other inputs reflect a change in the discount rate from 2.06% on January 1, 2022 to 3.72% on January 1, 2023.

Sensitivity of the total OPEB liability to changes in the discount rate assumption
The following presents the Total OPEB Liability of the Company, as well as what the Company's Total OPEB Liability would be if it were calculated using a discount rate that is 1-percentage point lower (2.72%) or 1-percentage point higher (4.72%) than the current discount rate:

	1% Decrease 2.72%	Current 3.72%	1% Increase 4.72%
Total OPEB Liability	$ 1,995,824	$ 1,867,312	$ 1,746,582

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates
The following presents the total OPEB liability of the Company, as well as what the Company's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage point lower or 1-percentage point higher than the current healthcare cost trend rates:

	1% Decrease	Current Trend Rates	1% Increase
Total OPEB Liability	$ 1,682,036	$ 1,867,312	$ 2,083,625

OPEB liabilities, OPEB expense, and deferred outflows of resources and deferred inflows of resources related to other postemployment benefits
At December 31, 2023 and 2022 the Company reported a liability of $1,867,312 and $2,132,618, respectively. The net OPEB Liability is equal to the total OPEB liability minus the fiduciary net position. Since the Company operates the OPEB Plan on a pay-as-you-go basis the Fiduciary Net Position is $0. The net OPEB liability was measured as of January 1, 2023 and 2022, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of January 1, 2022 with update procedures used to roll forward the total OPEB liability to January 1, 2023.

NOTE G: POSTEMPLOYMENT HEALTHCARE BENEFITS, Cont'd

For the years ended December 31, 2023 and 2022 the Company recognized OPEB expense of $118,596 and $217,595, respectively. The calculation of the OPEB expense for the following measurement periods ending January 1, 2023 and 2022 is shown in the following table:

	Measurement period ending January 1, 2023	Measurement period ending January 1, 2022
Service Cost	$ 104,656	$ 91,675
Interest on the total OPEB Liability	44,386	47,270
Expensed portion of current-period difference between expected and actual experience in the total OPEB Liability	-	(15,661)
Expensed portion of current-period changes of assumptions	(50,535)	4,066
Recognition of beginning deferred outflows of resources as OPEB expense	39,078	111,041
Recognition of beginning deferred inflows of resources as OPEB expense	(18,989)	(20,796)
	$ 118,596	$ 217,595

For the years ended December 31, 2023 and 2022, the Company reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	December 31, 2023		December 31, 2022	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 35,865	$ 6,189	$ 51,526
Changes of assumptions or other inputs	14,589	198,605	47,478	3,328
Company contributions subsequent to the measurement date	144,228	-	165,208	-
	$ 158,817	$ 234,470	$ 218,875	$ 54,854

NOTE G: POSTEMPLOYMENT HEALTHCARE BENEFITS, Cont'd

The amortization period for the beginning of the measurement period is 4.93 years for the average expected remaining service life of members. Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended December 31,	Amount
2024	$ (56,853)
2025	(62,130)
2026	(53,898)
2027	(47,000)
	$ (219,881)

NOTE H: LEGAL CONTINGENCIES

The Company is a party to various legal actions arising in the ordinary course of business, the aggregate effect of which, in management's and legal counsel's opinion, would not be material to the financial condition of the Elmira Water Board.

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

OTHER FINANCIAL INFORMATION

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

SCHEDULE OF THE COMPANY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

	Year ended December 31,								
	2023	2022	2021	2020	2019	2018	2017	2016	2015
Company's proportion of the net pension liability of the City of Elmira, NY	43%	48%	53%	53%	52%	52%	43%	33%	34%
Company's proportionate share of the net pension liability (asset)	$ 1,987,400	$ (701,341)	$ 9,111	$ 2,357,035	$ 634,396	$ 278,322	$ 833,377	$ 1,386,640	$ 299,059
Company's covered payroll	$ 3,005,911	$ 2,867,088	$ 2,757,332	$ 2,788,133	$ 2,685,437	$ 2,634,199	$ 2,497,273	$ 2,349,599	$ 2,218,205
Company's proportionate share of the net pension liability as a percentage of its covered-employee payroll	66.1%	-24.5%	0.3%	84.5%	23.6%	10.6%	33.4%	59.0%	13.5%
Plan fiduciary net position as a percentage of the total pension liability	90.78%	103.65%	99.95%	86.39%	96.27%	98.20%	94.70%	90.68%	97.95%

Historical information:
10 years of historical information is not available, and will be added each year subsequent to the year of implementation until 10 years of historical data is present.

The amounts presented for each fiscal year were determined as of the System's measurement

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

SCHEDULE OF COMPANY CONTRIBUTIONS – PENSION

	Year ended December 31,								
	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required contribution	$ 354,445	$ 300,112	$ 412,660	$ 367,218	$ 356,432	$ 347,826	$ 336,119	$ 355,615	$ 368,411
Contribution in relation to the contractually required contribution	354,445	300,112	412,660	367,218	356,432	347,826	336,119	355,615	368,411
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Company's covered-employee payroll	$ 3,005,911	$ 2,867,088	$ 2,757,332	$ 2,788,133	$ 2,685,437	$ 2,634,199	$ 2,497,223	$ 2,349,599	$ 2,218,205
Contributions as a percentage of covered-employee payroll	11.8%	10.5%	15.0%	13.2%	13.3%	13.2%	13.5%	15.1%	16.6%

Historical information:
10 years of historical information is not available, and will be added each year subsequent to the year of implementation until 10 years of historical data is present.

The amounts presented for each fiscal year were determined as of the fiscal year end.

ELMIRA WATER BOARD
(An Enterprise Fund of the City of Elmira, New York)

SCHEDULE OF CHANGES IN THE COMPANY'S TOTAL OTHER POSTEMPLOYMENT BENEFITS LIABILITY AND RELATED RATIOS

	Year ended December 31,					
	2023	2022	2021	2020	2019	2018
Service cost	$ 104,656	$ 91,675	$ 83,773	$ 81,362	$ 94,241	$ 50,018
Interest	44,386	47,270	60,268	85,878	76,955	48,233
Changes of benefit terms	-	-	-	-	-	(39,730)
Differences between expected and actual experience	-	(67,187)	-	94,599	-	295,460
Changes of assumptions or other inputs	(249,140)	17,444	80,652	56,546	(86,512)	714,138
Benefit payments	(165,208)	(189,220)	(215,715)	(215,872)	(212,724)	(89,829)
Net change in total OPEB liability	(265,306)	(100,018)	8,978	102,513	(128,040)	978,290
Total OPEB liability - beginning of year	2,132,618	2,232,636	2,223,658	2,121,145	2,249,185	1,270,895
Total OPEB liability - end of year	$ 1,867,312	$ 2,132,618	$ 2,232,636	$ 2,223,658	$ 2,121,145	$ 2,249,185
Company's covered-employee payroll	$ 3,005,911	$ 2,867,088	$ 2,757,332	$ 2,788,133	$ 2,685,437	$ 2,634,199
Total OPEB liability as a percentage of covered-employee payroll	62.1%	74.4%	81.0%	79.8%	79.0%	85.4%

Notes to schedule:

Changes in assumptions:
Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The discount rate in effect at the applicable year's measurement date is as follows:
2023 - 3.72% , 2022 - 2.06%, 2021 - 2.12%, 2020 - 2.74%, 2019 - 4.10%, and 2018 - 3.44%.

Historical information:
10 years of historical information is not available, and will be added each year subsequent to the year of implementation until 10 years of historical data is present.

Agenda Summary:	Act on resolution authorizing the installation of a memorial established by the Norman A. Mordue Memorial and Scholarship Fund (Fund) in Riverfront Park at a location therein mutually agreed upon between the City and the Fund.
Resolution Number:	2024-177
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution norman mordue memorial and scholarship fund riverfront park 5.20.2024.docx

May 20, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ___________________:

WHEREAS, Norman A. Mordue was a native Elmiran who graduated from Southside High School, attended Syracuse University, and after graduating, joined the Army and was seriously wounded in Vietnam, spending two years in Army hospitals, after which he attended Syracuse University Law School; and

WHEREAS, after graduating from law school, he worked in the Onondaga County District Attorney's Office for ten years where he was in charge of felony and homicide prosecutions, with a 100% conviction rate; and

WHEREAS, after leaving the district attorney's office, he was elected an Onondaga County Court Judge and thereafter served for 13 years as a New York State Supreme Court Justice, until December 1998; and

WHEREAS, in that December, he was confirmed by the United States Senate to be a Federal Judge and served as Chief Justice for the Northern District of New York until December 15, 2011, after which he served on senior status; and

WHEREAS, Judge Mordue and his wife frequently visited their hometown of Elmira; and

WHEREAS, following his death at age 80 on December 29, 2023, his friends, colleagues, and admirers created the Norman A. Mordue Memorial and Scholarship Fund (Fund) and established a memorial to honor Judge Mordue and the Fund has requested permission to erect the memorial in the City's Riverfront Park;

NOW, THEREFORE, BE IT

RESOLVED, the City Council of the City of Elmira, New York does hereby authorize the installation of the memorial in Riverfront Park at a location therein mutually agreed upon between the City and the Fund.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Act on Ordinance authorizing the reconstruction and construction of improvements to the Water System in and for the City of Elmira at a maximum estimated cost of $6,043,913 and authorizing the issuance of $6,043,913 bonds of said City to pay the cost thereof.

Resolution Number: 2024-178

Sponsor: Joseph Duffy

ATTACHMENTS

2024 Elmira water system bond ordinance 5.20.2024.docx

May 20, 2024

ORDINANCE
NO. 2024-________

SUPERSEDING BOND ORDINANCE DATED MAY 20, 2024.
AN ORDINANCE AUTHORIZING THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO THE WATER SYSTEM IN AND FOR THE CITY OF ELMIRA, CHEMUNG COUNTY, NEW YORK AT A MAXIMUM ESTIMATED COST OF $6,043,913 AND AUTHORIZING THE ISSUANCE OF $6,043,913 BONDS OF SAID CITY TO PAY THE COST THEREOF

By Councilmember __________________:

WHEREAS, all conditions precedent to the financing of the capital items hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, it is now desired to authorize the financing thereof,

NOW, THEREFORE, BE IT,

ORDAINED by the by the affirmative vote of not less than two-thirds of the total voting strength of the Council of the City of Elmira, Chemung County, New York, as follows:

Section 1. The reconstruction and construction of improvements to the water system, including improvements and costs incidental thereto, is hereby authorized at a maximum estimated cost of $6,043,913.

Section *2.* The plan for the financing of such class of objects or purposes shall be by the issuance of $6,043,913 bonds of said City, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Elmira, Chemung County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not provided from other sources, there shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Chamberlain, the chief fiscal officer. Such notes shall be of such terms, form, and contents, and shall be sold in such manner, as may be prescribed by said City Chamberlain, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the City Chamberlain, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the City Chamberlain shall determine consistent with the provisions of the Local Finance Law.

Section 7. The City Chamberlain is hereby further authorized, at her sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the object or purpose described in Section 1 hereof, or a portion thereof, by a bond or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this Ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This Ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this Ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This Ordinance shall supersede the bond ordinance dated August 19, 2019 in connection with this matter, except to the extent of any borrowings or encumbrances thereunder.

Section 11. This Ordinance, which takes effect immediately, shall be published in summary form in The Star Gazette, the official newspaper of said City designated for such purpose, together with a notice of the City Clerk in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Receive communication from the City Manager and act on resolution approving a Services Agreement with KorTerra, Inc., which agreement and Company's order form are attached, to operate a "one-call center" when it is necessary for the City to notify utility companies of the City's intention to perform excavation work in its streets and other real property owned by the City and authorizing the Mayor to execute the Order Form and KorTerra, Inc. Services Agreement; said agreement subject to Corporation Counsel approval.

Resolution Number: 2024-179

Sponsor: Jackie Wilson

ATTACHMENTS

resolution KorTerra Inc services agreement UDIG ticket software 5.20.2024.doc
KorTerra services agreement & order form 5.20.2024.pdf

May 20, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

When the City performs excavation in its streets and other real property owned by the City, it is necessary for the City to notify utility companies of the work to be performed. The actual notification is done by a third-party service contractor. For a number of years, the City utilized the services of IRTH Solutions. The Department of Public Works has identified a new third-party contractor titled KorTerra, Inc. The City has terminated its agreement with IRTH Solutions and the Department recommends contracting with KorTerra at a cost several thousand dollars less than the former service provider.

The following resolution authorizes the contract with KorTerra, Inc.

Respectfully yours,

P. Michael Collins
City Manager

May 20, 2024

RESOLUTION
NO. 2024 - _______

By Councilmember ______________:

RESOLVED, that the communication from the City Manager regarding the City entering into a services agreement with KorTerra, Inc. to operate a "one-call center (the designated notification center)" in accordance with KorTerra's Services agreement, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve a Services Agreement with KorTerra, Inc., which agreement is attached hereto, together with the Company's Order Form; and be it further

RESOLVED, that the Mayor be and hereby is authorized to execute the Order Form and the KorTerra, Inc. Services Agreement; said Agreement and Order Form to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

KorTerra

Order Form

City of Elmira, NY agrees to purchase the KorTerra Services listed below. Support and maintenance are included in the fees listed below. This Order Form is effective as of the date last signed below (the "**Order Form Effective Date**"). Subscribed Ticket Volume: 2,500

Services	**Overage Rate**	**Service Fee**
KorTerra Locate Management Plus, KorTerra Productivity Standard	$0.28 per Ticket	$5,100 per year
KorTerra Package Includes:		
KorTerra Positive Response Email		
		Total Recurring Fees: $5,100

KorTerra One-Time Setup Fees	
KorTerra One-Time Setup Fees	$1,500
Virtual Training - Half Day	$900
Total One-Time Fees	**$2,400**

This Order Form incorporates by reference and is governed by the terms and conditions of the KorTerra Services Agreement which can be reviewed at https://www.korterra.com/services-agreement (the "**Services Agreement**"). By signing this Order Form, you are acknowledging review of the Services Agreement and indicating your acceptance of and agreement to the terms of this Order Form and the Services Agreement. Capitalized terms used but not defined herein have the meaning set forth in the Services Agreement.

The initial term of this Order Form begins on the Order Form Effective Date set forth above and, unless terminated earlier pursuant to the Services Agreement's express provisions, will continue in effect for a period of thirty-six (36) months from such date (the "**Initial Order Form Term**"). At the end of the Initial Order Form Term, this Order Form shall automatically renew for additional successive thirty-six (36) month periods (each an "**Order Form Renewal Term**" and together with the Initial Order Form Term, the "**Order Form Term**"), unless earlier terminated pursuant to the Service Agreement's express provisions or either you or we notify the other of its intent to terminate this Order Form with advance written notice at least sixty (60) days prior to the commencement of the immediately subsequent Order Form Renewal Term.

The Services will be invoiced in advance of each year of the Order Form Term and the Service Fee will remain fixed during the Initial Order Form Term unless you exceed your Subscribed Ticket Volume or other applicable limits. If in any given year of the Order Form Term ("Billing Period") the actual Ticket Volume is greater than the Subscribed Ticket Volume, an Overage Fee will be assessed equal to the excess Ticket Volume multiplied by the aggregate Overage Rate, and the actual Ticket Volume from the Billing Period will be used as the Subscribed Ticket Volume for subsequent Billing Periods. The Service Fee for subsequent Billing Periods will be increased by the amount of any Overage Fee(s).

It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation of the City of Elmira, NY and, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City of Elmira, NY are expressly dependent and conditioned upon the continuing availability of funds beyond the City of Elmira, NY's current fiscal period. Financial obligations of the City of Elmira, NY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Elmira, NY and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

Billing for the Services will begin on the Order Form Effective Date. All pricing is in US Dollars and is valid for 30 days. All invoices are due and payable net 30 days from the invoice date. If you fail to make any payment when due, without limiting our other rights and remedies, we may take the actions set forth in the Services Agreement, including charging late fees.

Billing Contact Information:

Contact Name:	Charmain Cattan	Phone Number:	607/737-5658
Title:	City Chamberlain	Will payment be submitted via wire?*	
E-mail:	ccattan@cityofelmira.net	Special Billing Instructions:	
Street:	317 E. Church Street		
		Sales Tax Exempt (Y/N)	If Y, please include exemption certificate
City, State Zip:	Elmira, NY 14901	PO Required (Y/N)	PO Number:

*Please note any payment received via wire will incur a $40 service charge.

ACCEPTED AND AGREED:

Client:	CITY OF ELMIRA, NY	**KorTerra, Inc.:**	
Signed:		Signed:	
Print Name:	Daniel J. Mandell, Jr.	Print Name:	
Title:	Mayor	Title:	
Date:	/ /2024	Date:	

Internal Use Only:

KW Partner State: ☐ New Customer (Y/N): Customer ID: Sales Exec: Hanlon

Controller Approval: ____________

New York State Department of
TAXATION and FINANCE
OTPA Sales Tax Exempt Organizations Unit
Building 9 Room 154
W.A. Harriman Campus
Albany, NY 12227

January 2, 2024

City of Elmira
317 E Church St
Elmira, NY 14901

Dear Sir or Madam:

The Tax Law exempts New York State governmental entities such as your organization, City of Elmira, from the payment of New York State sales and use taxes on their purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity's official purchase order or other documentation (e.g., payment voucher, contract of sale, Form AC 946, *Tax Exemption Certificate*, Form ST-129, *Exemption Certificate - Tax on occupancy of hotel rooms*, etc.) which indicates that the purchaser is a New York State governmental entity.

Tax exemption numbers and Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, are not issued to New York State governmental entities. If a vendor requests a tax exemption number or Form ST-119.1, *Exempt Organization Exempt Purchase Certificate* from you, the City of Elmira may give the vendor a copy of this letter. This will assure the vendor that a governmental purchase order, or other evidence that the City of Elmira is the purchaser, is the only documentation the vendor needs in order to not collect sales tax.

New York State Department of Taxation and Finance
OTPA-Taxpayer Guidance Division
Sales Tax - Exempt Organizations Unit
Building 9, Room 154
W.A. Harriman Campus
Albany, NY 12227
(518) 457-2782

KORTERRA SERVICES AGREEMENT

This KorTerra Services Agreement (this "**Agreement**") is made by and between you, the legal entity identified on the applicable Order Form ("**you**" and "**your**"), and KorTerra, Inc. ("**KorTerra**" "**we**", "**us**" and "**our**") and is effective as of the effective date of the applicable Order Form or Statement of Work (the "**Effective Date**").

You are accepting the terms and conditions of this Agreement by: (1) clicking a box indicating acceptance, (2) signing an Order Form or Statement of Work that references this Agreement, (3) using the Services, or (4) any other method of indicating your acceptance of this Agreement. If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Agreement. If you do not have such authority or do not agree with the terms and conditions of this Agreement, you may not use the Services.

1. Definitions.

"**One Call Center**" means a designated notification center that individuals and entities contact prior to commencing an excavation in or on the ground which is intended to provide registered parties having underground infrastructure of pipes, mains and lines for producing, storing, conveying, transmitting or distributing communications, electricity, power, light, heat, gas, oil, petroleum products, water, steam, sewage, and other commodities and services with advanced notification of such excavation.

"**Order Form**" means an ordering document signed by you and us that references this Agreement and specifies the Services to be provided by us to you under this Agreement.

"**Service(s)**" means the software-as-a-service offering to which you have subscribed via an Order Form, as well as its related components, platform, and any ancillary online or offline applications, products and services provided by us for your access and use of our Services.

"**Service Fee(s)**" means the fees you are to pay us for your access to and use of the Services as well as for any Professional Services provided by us to you. This may also include any ancillary fees associated with the provision of the Services.

"**Statement of Work**" means a document signed by you and us that references this Agreement and describes certain Professional Services (if any) purchased by you under this Agreement and/or pursuant to an Order Form.

"**Professional Services**" means any consulting, implementation, configuration or other services provided by us to you pursuant to a Statement of Work or an Order Form.

"**Ticket**" means (i) any transmission to the Services from a One Call Center or other third-party in relation to you or your customer; (ii) a ticket generated by you; and (iii) a ticket generated by system configuration in the Services.

"**Ticket Volume**" means the aggregate number of Tickets for a specific time frame. Ticket Volume may be used as a basis of any Service Fees charged to you.

2. Services.

2.1 Access and Use of the Services. Subject to and conditioned upon your payment of Service Fees and compliance with all terms and conditions of this Agreement and the applicable Order Form, we grant you a non-exclusive, non-transferable (except in compliance with Section 19.3) right to access and use the Services during the term stated in the applicable Order Form solely for your internal use in accordance with the terms and conditions of this Agreement and the applicable Order Form.

2.2 Restrictions. You shall not use the Services for any purpose beyond the scope of the access granted in this Agreement and the applicable Order Form. You shall not and will not permit any third party to: (i) use the Services for any unlawful purpose or in any manner not permitted by this Agreement or the applicable Order Form; (ii) use the Services in any manner which could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services; (iii) modify or change the Services; (iv) reverse engineer, decompile, decrypt, hack, emulate, exploit, disassemble or make any attempt to discover the source code relevant to the Services; (v) circumvent or bypass any technological protection measures in or relating to the Services; or (vi) publish, copy, rent, lease, sell, license, sublicense, assign, transfer, export, import, distribute, or lend or otherwise make the Services available to any third party not previously approved by us in writing; (vii) access, monitor or copy any content or information of the Services, or use any "robot", "spider", "deep link", "scraper" or other automated means, methodology, algorithm or device or any manual process on the Services for any purpose; (v) obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services, unless we expressly authorize you to do so; (vi) remove any proprietary notices from the Services; (vii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party; or (viii) access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage.

You shall not perform penetration or vulnerability testing ("**Penetration Tests**") of the Services. Penetration Tests include any effort to identify design, and/or functionality, issues in the infrastructure of our systems, or of the networks connected to our systems which probe for weaknesses in the network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to our systems that could be exploited by a malicious party.

You shall not cause harm to the Services or to any hardware, servers, operating software, or network components used in connection with furnishing the Services, and you shall not introduce malicious code. Malicious code includes, without limitation, any virus, malware or undocumented or hidden functionality or performance capability contained within electronic files, Your Data, or software.

You shall not utilize software designed or modified to be run, without authorization from us, on our computers or network-capable devices, that performs either: (i) the unauthorized extraction of data or information from a computer or network-capable device, or modification of system user data; (ii) the modification of the Services or user data to facilitate the avoidance of fees incurred on a computer or network-capable device by parties other than parties authorized by us.

2.3 Maintenance and Support. During the term of the applicable Order Form we will provide standard maintenance and support of the Services. We may make commercially reasonable updates to the Services from time to time including improvements, corrections of substantial defects in the Services, periodic maintenance releases, and technical support regarding the use of the Services or response to errors in the Services. Technical support not involving the Services, custom programming, on-site installation and/or maintenance, training, and hardware issues are not included in the Services and if requested, will be billed at our then current rate. Our standard support hours are Monday - Friday, 7:00 A.M. - 6:00 P.M. Central Time excluding holidays. These hours are subject to change by us. Upon detection of any error in the Services by you, we may request you to provide us a listing of all output and any other data, some of which may be proprietary or contain confidential information, in order for us to reproduce operating conditions similar to those present when the error occurred. We agree to treat such information as Confidential Information pursuant to Section 6.

2.4 Availability. Subject to Section 2.6, the Services shall be accessible to you except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond our control or which are not reasonably foreseeable by us, including, but not limited to, interruption or failure of telecommunication or digital transmission links and internet slow-downs or failures or other Force Majeure events.

2.5 Backup Procedures and Emergency Tickets. We strive to keep the Services up and running, however, all online services suffer occasionally from disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. Because of the possibility of online service disruption, as a condition of obtaining the Services, you agree to establish and maintain manual business operating procedures to be used if the Services become unavailable ("**Backup Procedures**"). These Backup Procedures must permit you to operate your business without access to the Services for as long as necessary until such Services are restored. Because of the nature of the Services being provided to you, there may be events which require you to receive tickets from a One Call Center that require urgent attention ("**Emergency Tickets**"). In addition to receiving Tickets through the Services, you must arrange to be notified by every sender of Emergency Tickets via a mechanism outside of the Services.

2.6 Suspension of Services. Notwithstanding anything to the contrary in this Agreement or any Order Form, we may temporarily suspend your access to any portion or all of the Services: (i) if we reasonably determine that (A) there is a threat or attack on the Services; (B) your use of the Services disrupts or poses a security risk to the Services or to any of our other customers or vendors; (C) you are using the Services for fraudulent or illegal activities; (D) subject to applicable law, you have ceased to continue your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) our provision of the Services to you is prohibited by applicable law; (ii) if any of our vendors have suspended or terminated our access to or use of any third-party services or products required to enable you to access the Services; or (iii) in accordance with subsection (iii) of Section 5 (any such suspension described in subsection (i), (ii), or (iii), a "**Services Suspension**"). We shall use commercially reasonable efforts to provide written notice of any Services Suspension to you and to provide updates regarding resumption of access to the Services following any Services Suspension. We shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. We will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or and third party may incur as a result of a Services Suspension.

2.7 Professional Services. We will perform Professional Services as set forth in each applicable Statement of Work or Order Form, subject to the terms of this Agreement.

3. Your Obligations.

3.1 You are responsible for and must provide all required computer hardware, software and other services necessary to access the Services.

3.2 You agree to secure and protect the Services in a manner consistent with the maintenance of our rights and cause no harm to us or third-party equipment, software, or processes used in connection with furnishing the Services and any entities from whom we obtain network or web services. In addition to constituting a default under this Agreement, any breach of the terms and conditions of this Agreement may also result in civil and/or criminal penalties pursuant to applicable local, state and federal law.

3.3 The Services may require you to obtain a user identification and password for access and use, and certain specific Services may require additional codes. You shall use reasonable endeavors, including reasonable security measures relating to access, to ensure that no unauthorized person, including any employee or contractor for any parent, subsidiaries, affiliated entities or third parties, gains access to the Services without our prior written consent. You are solely responsible for maintaining the confidentiality of the user identification, passwords and codes (collectively, **"User Information"**) assigned to you for any activity that occurs under your account as a result of your failing to keep User Information secure and confidential. You shall promptly inform us in writing of any need to deactivate or replace any User Information due to security concerns. We are not liable for any harm related to theft of your User Information, your disclosure of your User Information, or your authorization to allow another person or entity to access and use the Services using your User Information. You agree to notify us immediately as soon as you become aware of any unauthorized use of your User Information. You may not use anyone else's User Information at any time without the express permission and consent of the holder of that User Information and us.

3.4 You agree to identify your support staff who, to the maximum extent practicable, will be the primary source of communications from you to us.

4. Intellectual Property.

4.1 Your Data. All information provided by you, including, any technology, intellectual property, data, information, or material provided or submitted by you in the course of your use of the Services shall be referred to as "**Your Data**". Subject to Section 4.2, all right, title, and interest in and to Your Data and results from processing Your Data are and shall remain your property and no right, title, or interest in and to Your Data or the results from processing Your Data shall vest in us. You hereby irrevocably grant all such rights and permissions in or relating to Your Data as are necessary for us to exercise our rights and perform our obligations hereunder. We will maintain technical and security measures designed to prevent unauthorized disclosure of Your Data and shall comply with all applicable federal, state, and local, laws, regulations, and industry standards, in the performance of the Services. We shall notify you of any unauthorized use of Your Data, breach of security, or loss or theft of Your Data promptly upon discovery of such unauthorized use, breach, loss, or theft and shall take all commercially reasonable action for the protection of personal data and to mitigate such breach, loss, theft or unauthorized use.

4.2 Statistical Data and Anonymized Data. We track and collect certain information about how users interact with the Services and we use the information collected to obtain general statistics regarding the use of the Services and to evaluate how users use and navigate the Services (collectively, "**Statistical Data**"). We may use Statistical Data for our internal analytical purposes, including the improvement and enhancement of the Services and our other offerings. At times, we may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "**Anonymized Data**"). Anonymized Data will not contain information that identifies or could be used to identify you or other users. You agree that Anonymized Data is not your Confidential Information and we may use Anonymized Data to create reports that we may use and disclose for our commercial or other purposes.

4.3 KorTerra Intellectual Property. At all times, the Services, including without limitation, the text, images, graphics, method of display and presentation, visual interfaces, user interfaces, photographs, copyrights, patents, trademarks, trade secrets, logos, sounds, music, artwork, computer code, and associated material and functionality contained therein (collectively "**Intellectual Property**"), shall remain the property of KorTerra. You acknowledge that the Services constitute commercially valuable, proprietary products, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. You further acknowledge that we shall retain all right, title and interest in the Intellectual Property (including application development, business and technical methodologies, and implementation and business processes, used by us to develop or provide the Services), and any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to the foregoing. Except for limited access and use rights granted pursuant to this Agreement, you do not acquire any interest in the Services. With respect to any Third-Party Services, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Services. We reserve all rights not expressly granted to you in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any intellectual property rights or other right, title, or interest in or to the Services.

4.4 Feedback. You agree that any suggestions, enhancements requests, feedback, recommendations or other information provided by you, or any of your employees relating to the Services may be used by us without restriction or obligation to you.

5. Service Fees. You shall pay us the Service Fees as set forth in an Order Form or Statement of Work. In addition to the Service Fees, you shall pay all sales, use, value added or other taxes, federal, state, local, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding taxes based on our net income, property or employees. Payment obligations are non-cancelable and all amounts paid are non-refundable. If you fail to make any payment when due, without limiting our other rights and remedies: (i) you agree that we may charge and you will pay a late fee of one and one-half percent (1 ½ %) per month (18% APR) on all outstanding balances; (ii) you shall pay all costs of collection, including legal expenses, and attorney fees at any time paid or incurred by us (liability for attorney fees is not contingent upon a suit being filed by us) in the collection of any amounts due us from you; and (iii) if such failure continues for 10 days or more, we may suspend your access to any portion or all of the Services until such amounts are paid in full. We reserve the right to charge a reconnect fee for any suspended or discontinued Services access that is subsequently reconnected. We may increase Service Fees for any Order Form Renewal Term (as that term is defined in the applicable Order Form), by providing written notice to you at least 65 calendar days prior to the commencement of any Order Form Renewal Term, and the applicable Order Form will be deemed amended accordingly. Notwithstanding the foregoing, the Service Fees may be subsidized in part based on the partnership status between KorTerra and your One Call Center. Changes, such as discontinuation, to that partnership status may cause your Service Fees to be subject to re-evaluation and adjustment.

6. Confidential Information.

6.1 From time to time during the term of this Agreement, either you or we (as the "**Discloser**") may disclose or make available to the other (as the "**Recipient**") proprietary or confidential information including, but not limited to, information about the Discloser's business affairs, products/services, intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Your Confidential Information includes Your Data; our Confidential Information includes the Services and the terms and conditions of this Agreement and all Order Forms and Statements of Work (including pricing). Subject to the last sentence in this Section, the Recipient shall not disclose Confidential Information to any third party without the prior written consent of the Discloser and shall restrict dissemination of Confidential Information within its own organization to those employees who have a need to have access to the Confidential Information. The Recipient agrees to protect Confidential Information by using at least the same degree of care as it would use to protect its own information of like importance, but in no case less than reasonable care. You and we shall take appropriate measures, and in no event less than reasonable measures, by instruction and written agreement, with confidentiality terms no less stringent than those herein, prior to disclosure to such employees to protect against unauthorized use or disclosure. Notwithstanding the foregoing, we may disclose your Confidential Information to our subcontractors and providers who have signed confidentiality agreements with us containing protections not materially less protective of the Confidential Information than those herein, to the extent necessary for us to perform our obligations under this Agreement.

6.2 Exceptions. The obligations in Section 6.1 do not apply to Confidential Information which: (a) was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser, as evidenced by the Recipient's records; (b) is or becomes publicly available without breach of this Agreement by the Recipient; (c) becomes known or available to the Recipient from a source other than the Discloser without a restriction on use or disclosure of such Confidential Information; or (d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

6.3 Compelled Disclosure. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, if permitted, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.

6.4 Equitable Relief. You and we acknowledge that the unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Discloser. Accordingly, you and we agree that the Discloser shall be entitled to seek equitable relief, including injunctive relief, in addition to all other remedies available at law for any threatened or actual breach of this Agreement with respect to Confidential Information.

7. Term and Termination.

7.1 Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the term stated on all Order Forms and Statements of Work has expired or has otherwise been terminated. The term of each Order Form or Statement of Work will be as set forth on the Order Form or Statement of Work.

7.2 Termination by us. We may terminate this Agreement effective on written notice to you, if you, (i) fail to pay any amount when due hereunder, and such failure continues more than thirty (30) days after our delivery of written notice to you thereof; (ii) breach any of your obligations under Section 2.2 or Section 6, (iii) breach any provision of this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after we provide you with written notice of such breach; or (iv) terminate or suspend your business, become subject to any bankruptcy or insolvency proceeding under federal or state statutes, become insolvent or become subject to direct control by a trustee, receiver or similar authority, or have wound up or liquidated your business voluntarily or otherwise. If we terminate this Agreement pursuant to this Section 7.2, all Service Fees that would have become payable had the Agreement remained in effect until expiration of the current term of each Order Form and/or Statement of Work will become immediately due and payable, and you agree to pay such Service Fees, together with all previously-accrued but not yet paid Service Fees, on receipt of our invoice therefor.

7.3 Termination by you. You may terminate this Agreement effective on written notice to us, if we: (i) breach any material provision of this Agreement and such breach remains uncured sixty (60) days after you provide us with written notice of such breach; and (ii) without penalty to us, in the event we terminate or suspend our business without providing for the continued support and maintenance of the Services, become subject to any bankruptcy or insolvency proceeding under federal or state statutes, become insolvent or become subject to direct control by a trustee, receiver or similar authority, or have wound up or liquidated our business voluntarily or otherwise. If you terminate this Agreement pursuant to this Section 7.3, you will pay us all Service Fees owed as of the effective date of such termination, including any applicable taxes.

7.4 Effect of Termination. Termination or expiration of an individual Order Form or Statement of Work will not be deemed a termination of this Agreement so long as other Order Forms or Statements of Work remain in effect. Termination of this Agreement will, however, terminate all outstanding Order Forms and Statements of Work.

7.5 Survival. Sections 1 (Definitions), 2 (Restrictions), 4 (Intellectual Property), 5 (Service Fees) 6 (Confidential Information), 7.4 (Effect of Termination), 7.5 (Survival), 8.2 (Warranty Disclaimer), 9 (Indemnification), 10 (Limitations of Liability), 11 (Third-Party Services), 12 (Mapping Limitations), 13 (Risk Scoring), 17 (Employee Non-Solicitation), 18 (Notices) and 19 (General Provisions) will survive termination or expiration of this Agreement.

8. Limited Warranties and Warranty Disclaimer.

8.1 Limited Warranties. We warrant that (i) the Services shall operate substantially in accordance with the documentation provided by us when accessed and used in accordance with such documentation; and (ii) any Professional Services will be provided by us in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable Order Form or Statement of Work.

8.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KORTERRA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WHETHER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR AS TO THE QUALITY, UTILITY OR PERFORMANCE OF THE SERVICES, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED. KORTERRA FURTHER MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KORTERRA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE WARRANTIES IN SECTION 8.1 DO NOT APPLY, AND KORTERRA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY SERVICES.

9. Indemnification. You agree to indemnify us from any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from, and, at our option, defend us against, any third-party claim, suit, demand, action, or proceeding (**"Third-Party Claim"**) arising out of or relating to (i) Your Data or your use of Your Data with the Services; (ii) your use of the Services in a manner not authorized by us; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by us or authorized by us in writing; (iv) your breach of any of your representations, warranties, covenants, or obligations under this Agreement; or (v) any act or omission by you that results in personal injury, death, or damage to property; provided that you may not settle any Third-Party Claim against us unless we consent to such settlement in writing.

10. Limitations of Liability. IN NO EVENT WILL KORTERRA BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER KORTERRA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE

FORESEEABLE. ~~IN NO EVENT WILL KORTERRA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNTS ACTUALLY PAID TO KORTERRA UNDER A THE ORDER FORM OR STATEMENT OF WORK FOR THE SERVICES OR PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE~~.

11. Third-Party Services. Through the Services, you may have access to third-party applications, databases, directories, information, maps, networks, products, programs, servers, services, software, systems, or websites, (collectively, "**Third-Party Services**"). We have no control over such Third-Party Services and we disclaim any and all responsibility and liability for the content, operation, or use of such Third-Party Services. All Third-Party Services are provided on an "as-is" basis, with no warranties of any kind.

12. Mapping Limitations. All maps are provided for REFERENCE AND INFORMATIONAL PURPOSES ONLY. All map features contained therein are APPROXIMATIONS, and are not accurate to surveying or engineering standards. We make no representation, warranty or guarantee as to the content contained on any map (which may have been derived from third party sources), regarding accuracy, timeliness, or completeness of any of the data provided therein, and assume no legal responsibility or liability for the information contained on any map. Any use of any map with respect to accuracy and precision shall be your sole responsibility and you should not act, or abstain from acting, based upon mapping information obtained from the Services.

13. Risk Scoring. All excavations carry the risk of an excavator causing damage to a buried facility. The use of KorTerra's Risk Scoring functionality is intended to assist in identifying Tickets which may have an elevated level of risk to enable our customers to make informed decisions and best mitigate the risk of damage. A decision to perform or not perform a locate should not be based on the results of a risk score.

14. Data Archival, Accessibility, and Retrieval. All data stored in the Services as a result of your direct interactions with and use of the Services ("**Transactional Data**") will be retained by us and accessible to you during your use of the Services. Transactional Data not created or modified within the prior 24 months may be moved to and accessible through an archival site. For reporting made available through KorTerra Business Insights, Transactional Data will be available for a lookback period of 36 months. Notwithstanding the foregoing, we are not obligated to retain Your Data (of which Transactional Data is a subset) after the effective date of termination of this Agreement. If requested by you prior to the effective date of termination of this Agreement, we will provide to you, as a Professional Service, an export of the then most recent Transactional Data maintained by us, provided that all outstanding Service Fees and any amounts payable as a result of such termination have been paid. Pricing for such Professional Service will be provided based on our then-current rates and the volume of data requested for extraction.

15. Storage Limits and Additional Storage. KorTerra Visual Evidence includes storage of up to 100GB, unless otherwise specified on the applicable Order Form, for all photos, sketches, and other files uploaded by you through your use of the Service. Additional storage can be purchased if needed by contacting KorTerra. You are responsible for monitoring your storage usage and ensuring you do not exceed your allotted storage capacity. If you exceed your allotted storage capacity, we reserve the right to invoice you, and you agree to pay, for such additional storage usage. In the event you do not purchase additional storage capacity, we reserve the right to restrict your upload of additional files through your use of the Service. You may request up to once per quarter for aging attachment data to be removed from the Service. Upon request, data can be bulk offloaded and provided to you via physical removable media for an additional fee.

To increase the efficiency of attachment storage usage, images of compatible file types such as JPEGs may be compressed and resized when uploaded to the Service. Images are stored with the original aspect ratio maintained but may be resized to a maximum height or width of 1080 pixels and compressed using 70% JPEG image compression. We are not liable for any loss in image resolution or quality resulting from the compression and resizing process. You may request to disable image compression and resizing for your account by contacting KorTerra Support, however, this will result in larger file sizes and increased storage utilization, which may in turn result in additional fees. We are not liable for any loss or corruption of files stored via the Service.

16. Facility Mapping. Facility Mapping in KorTerra Ticket Management includes configuration of up to 10 facility layers. More layers can be made available to you for an additional fee. If you choose to make your maps available to us via a WMS endpoint hosted by you, you are responsible for ensuring that the endpoint is accessible and functional. Alternatively, KorTerra can host your facility maps on your behalf by you providing GIS files in the shapefile (SHP) format. Updated copies of each shapefile may be provided up to quarterly, with more frequent updates being available for an additional fee.

17. Employee Non-Solicitation. During the term of this Agreement and for two (2) years thereafter, you agree that you will not directly or indirectly, solicit for employment, hire, employ or otherwise retain as an independent contractor, any of our employees who been involved in the provision of Services to you. Notwithstanding the foregoing, you shall not be in breach of this prohibition by hiring any such employee as a result of the employee responding to a generally published advertisement for employment or that employee's contacts with a placement agency initiated by the employee.

18. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (i) the delivery date if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available; or (iv) the day of sending by email. Notices to KorTerra must be sent to: KorTerra, Inc., Attn: President, 1851 Lake Drive West, Chanhassen, MN 55317, or legalnotices@korterra.com; notices to you will be sent to the physical address or email address you provided on the applicable Order Form or Statement of Work. Either party may update its address by giving notice to the other party in accordance with this Section.

19. General Provisions.

19.1 Dispute Resolution. Prior to instituting formal legal proceedings, the parties agree to attempt to resolve all disputes arising out of or relating to this Agreement informally. To invoke this process a party shall appoint a designated executive with authority to settle the matter and request that the other party do the same. The other party shall make such appointment within five (5) days of receipt of the request. The designated executives shall then have up to thirty (30) days to attempt in good faith to resolve the matter. The informal dispute resolution process shall terminate at the end of the thirty (30) day period unless extended by mutual agreement. Disputes not resolved by informal dispute resolution as provided in this Section may be resolved by litigation, subject to Section 19.2, unless the parties mutually agree to an alternative dispute resolution method such as arbitration. Nothing in this Section shall prevent, or be construed as preventing, a party from (a) instituting formal proceedings to avoid the expiration of any applicable limitations period, or (b) seeking injunctive or other equitable relief in a court of appropriate jurisdiction. The parties agree that all negotiations pursuant to this Section will be confidential and therefore treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

19.2 Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in Carver County District Court located in Carver County, Minnesota or United States District Court for the District of Minnesota located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19.3 Successors and Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Each party shall promptly provide notice of any such assignment. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

19.4 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

19.5 Force Majeure. Neither party shall be required to perform any term, condition or covenant of this Agreement to the extent such performance is delayed or prevented by labor difficulties, governmental orders, civil commotions, pandemics, acts of God, or other conditions or circumstances beyond either party's reasonable control. We shall not be liable for interruptions caused by failure of equipment or services not provided by us, failure of communications, power outages, or other interruptions not within our complete control, and we shall not be liable for performance deficiencies caused or created by your equipment. We shall not be liable if changes in operation, procedures, or the Services require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance. The foregoing shall not excuse either party from the payment of any monies due pursuant to this Agreement.

19.6 Severability. Each provision of this Agreement is intended to be severable. In the event that any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

19.7 Marketing. You hereby grant to us the express right to use your company name and logo in marketing, sales, financial, and public relations materials and other communications solely to identify you as our customer. We hereby grant to you the express right to use our name and logo solely to identify us as a provider of services to you. Other than as expressly stated herein, neither party shall use the other party's trademarks or service marks without the prior written permission of the other party.

19.8 Entire Agreement and Order of Precedence. This Agreement, including and together with any related Order Forms or Statements of Work, constitutes the entire agreement between you and us pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No purchase order or other ordering document (excluding Order Forms or Statements of Work) submitted by you that purports to modify or supplement the terms of this Agreement shall add to or modify the terms of this Agreement in any way. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the applicable Statement of Work.

19.9 No Third Party Beneficiaries. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement.

19.10 Relationship. The sole relationship between you and us is that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary relationship, or employment relationship between the parties.

19.11 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19.12 Counterparts; Electronic Copies. An Order Form or Statement of Work may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same instrument. Signatures to an Order Form or Statement of Work transmitted by electronic mail in "portable document format" (".pdf"), or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

19.13 Updates. This Agreement may be updated or changed ("**Updated**") by us at any time. If we do so, we will let you know through a notification within the Services, by email, or by posting the Updated version of this Agreement at https://www.korterra.com/legal/services-agreement/ with an updated "last updated" date at the bottom of the Updated version of this Agreement. Except as otherwise specified by us, the Updated version of this Agreement supersedes all prior versions and will be effective and binding as of the "last updated" date. You may be required to click a box to accept the Updated version of this Agreement when accessing the Services. In any event, continued use of the Services after the Updated version of this Agreement goes into effect will constitute your acceptance of the Updated version of this Agreement.

Last updated: February 6, 2024

ACCEPTED AND AGREED:

Client: City of Elmira, NY	KorTerra, Inc.
By: ______________________	By: ______________________
Daniel J. Mandell, Jr.	Print
Mayor	Name: ______________________
Dated: _____/_____/2024	Title: ______________________
Resolution No. 2024- ________	Dated: _____/_____/2024

Agenda Summary:	Receive communication from the City Manager and act on resolution approving two (2) Master Agreements between the City and Southern Tier Network, copies of which are attached hereto, to perform the extension of dark fiber optic strands to service the Mark Twain Golf Course and Woodlawn Cemetery and authorizing the Mayor to execute the Master Agreements; said agreements subject to Corporation Counsel approval.
Resolution Number:	2024-180
Sponsor:	Joseph Duffy

ATTACHMENTS

resolution southern tier network dark fiber optic strands agmts MTGC & woodlanw cemetery 5.20.2024.doc
southern tier network agmt - dark fiber optics - mark twain golf course.pdf
southern tier network agmt - dark fiber optics - woodlawn cemetery.pdf

May 20, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the City's plan to extend the dark fiber optic strands to the Mark Twain Golf Course and Woodlawn Cemetery, it is necessary for the City to enter into an agreement with Southern Tier Network to perform the work. The nonrecurring fee for the installation to the Golf Course is $9,373.00. The fee for the installation to Woodlawn Cemetery is $30,590.00. The funds to complete this work are included in the City's 2024 Capital Budget.

The following resolution authorizes the work and further authorizes the Mayor to sign the Southern Tier Network Master Agreement – Terms & Conditions Statements of Work for these two (2) projects, copies of which are attached hereto.

Respectfully yours,

P. Michael Collins
City Manager

May 20, 2024

RESOLUTION
NO. 2024 - _______

By Councilmember ______________:

RESOLVED, that the communication from the City Manager regarding the extension of “dark fiber optic strands” to the Mark Twain Golf Course and Woodlawn Cemetery, said work to be performed by Southern Tier Network, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the Southern Tier Network Master Agreement – Terms & Conditions Statements of Work for the work to be performed to service the Mark Twain Golf Course and Woodlawn Cemetery; and be it further

RESOLVED, that the Mayor be and hereby is authorized to execute the Master Agreements; said Agreements to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

Southern Tier Network
Master Agreement – Terms & Conditions
STATEMENT OF WORK

This Statement of Work ("SOW") for the leasing of dark fiber optic strands and related ancillary services incorporates the terms and provisions as set forth in the Dark Fiber IRU Agreement dated as of 12/12/13 entered into by STN and Chemung County ("Agreement"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Customer hereby orders the following dark fibers and STN hereby agrees to deliver the following dark fibers, pursuant to and in accordance with the Agreement. On execution of this SOW by both parties, the dark fibers identified below shall become Services under the Agreement.

Span Name	Non-Recurring Fee (Installation)	Installation Interval (Days)	Initial Term (Months)	End Point (A) Location * - End Point (Z) Location *	Fiber Count	Route Miles	Fiber Miles
STN-3042A	$ 9,373	Approx. 60 days from signed SOW	Co-terminus with Chemung County IRU 12/11/43	Corning Road to Mark Twain Golf Course Building	4	0.4	1.6

† Amounts listed are reasonable approximations based on initial off-site review. Amounts due from Customer may vary based on actual site conditions.

* Except where the demarcation point is designated above, the demarcation point at each End Point for lateral segments and riser segments shall generally be one of the following types, as determined by STN: (1) a meet at the STN backbone (for a Customer-built lateral segment); (2) a fiber meet in the building's zero or meet-me manhole; (3) a building minimum point of entry (where a Splice or patch panel is required); (4) a common demarcation point (e.g., a building common room or meet-me room); (5) the Customer distribution POP; or (6) an extended demarcation point in the STN POP. Other than as a result in changes to STN's Underlying Rights, such demarcation points once established shall not change during the Term.

Customer optical splitters are prohibited in any splice enclosure on STN-owned strand.

If Customer terminates this SOW prior to the completion of installation of Service, Customer shall pay a Cancellation Fee equal to the greater of: (i) all Nonrecurring Charges reasonably expended by STN to establish Service to Customer including commissions and legal expenses; or (ii) any amounts paid by Customer for Service in advance of the Service Delivery Date. If Customer terminates this Agreement prior to the expiration of the then applicable Term for any reason other than STN's default, or if STN terminates Service for Customer's default, Customer shall pay an Early Termination Fee equal to 50% of the monthly recurring charges multiplied by the number of months remaining in the Term plus all out of pocket expenses incurred by STN including legal fees and commissions. In addition, if Customer terminates this Agreement prior to the expiration of the Initial Term, Customer shall pay the aforementioned Early Termination Fee and shall reimburse STN for any credits or deferred billing STN may have granted to Customer hereunder.

Southern Tier Network
Master Agreement – Terms & Conditions
STATEMENT OF WORK

IN WITNESS WHEREOF, the parties have executed this SOW as of the date last written below.

SOUTHERN TIER NETWORK, INC.	**CUSTOMER:** CITY OF ELMIRA, NY
By:	**By:**
Name:	**Name:** Daniel J. Mandell, Jr.
Title:	**Title:** Mayor
Date:	**Date:** ___/___/2024 Resolution NO. 2024-_____

New York State Customers: For consumer complaints that cannot be resolved with STN, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: www.dps.ny.gov/complaints; or DPS Helpline at 1-800-342-3377 (M-F 8:30a – 4:00p); or, Mail to Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

southerntiernetwork

Southern Tier Network

Master Agreement – Terms & Conditions
STATEMENT OF WORK

This Statement of Work ("SOW") for the leasing of dark fiber optic strands and related ancillary services incorporates the terms and provisions as set forth in the Dark Fiber IRU Agreement dated as of 12/12/13 entered into by STN and Chemung County ("Agreement"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Customer hereby orders the following dark fibers and STN hereby agrees to deliver the following dark fibers, pursuant to and in accordance with the Agreement. On execution of this SOW by both parties, the dark fibers identified below shall become Services under the Agreement.

Span Name	Non-Recurring Fee (Installation)	Installation Interval (Days)	Initial Term (Months)	End Point (A) Location * - End Point (Z) Location *	Fiber Count	Route Miles	Fiber Miles
STN-3041A	$ 30,590	Approx. 60 days from signed SOW	Co-terminus with Chemung County IRU 12/11/43	Woodlawn Cemetary Building Between W Hill Rd & Walnut St	4	0.5	2.0

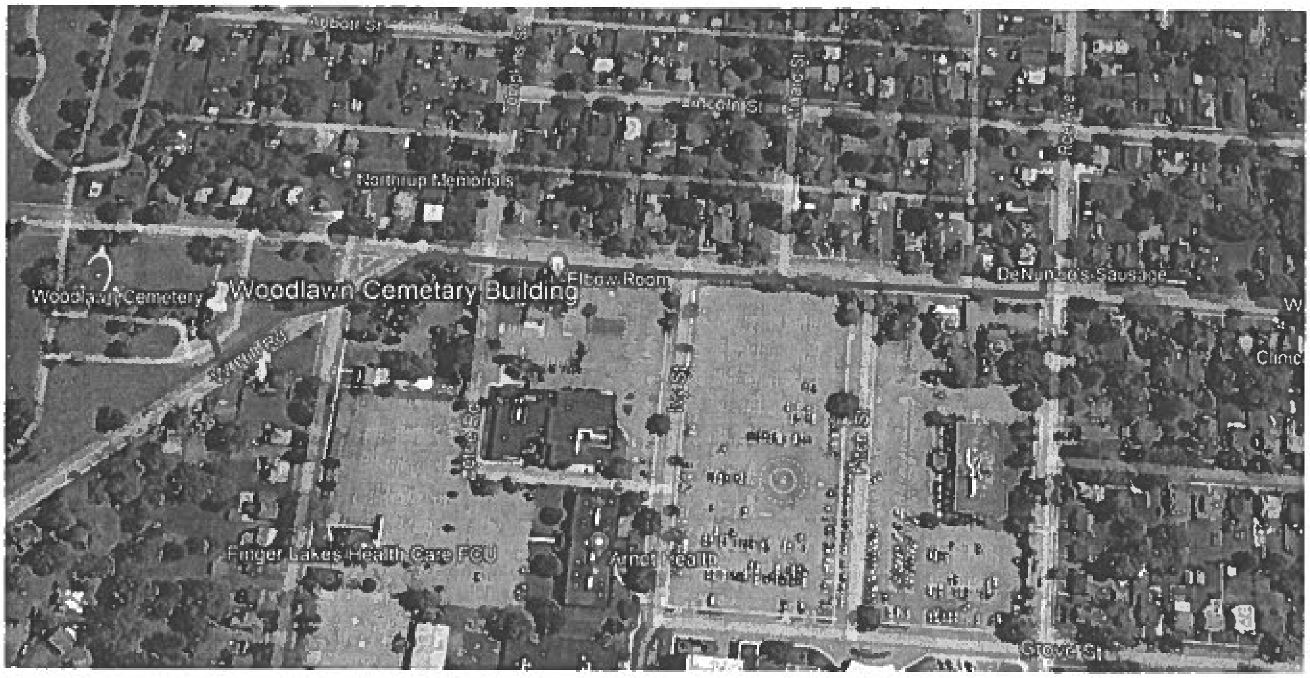
† Amounts listed are reasonable approximations based on initial off-site review. Amounts due from Customer may vary based on actual site conditions.

• Except where the demarcation point is designated above, the demarcation point at each End Point for lateral segments and riser segments shall generally be one of the following types, as determined by STN: (1) a meet at the STN backbone (for a Customer-built lateral segment); (2) a fiber meet in the building's zero or meet-me manhole; (3) a building minimum point of entry (where a Splice or patch panel is required); (4) a common demarcation point (e.g., a building common room or meet-me room); (5) the Customer distribution POP; or (6) an extended demarcation point in the STN POP. Other than as a result in changes to STN's Underlying Rights, such demarcation points once established shall not change during the Term.

Customer optical splitters are prohibited in any splice enclosure on STN-owned strand.

If Customer terminates this SOW prior to the completion of installation of Service, Customer shall pay a Cancellation Fee equal to the greater of: (i) all Nonrecurring Charges reasonably expended by STN to establish Service to Customer including commissions and legal expenses; or (ii) any amounts paid by Customer for Service in advance of the Service Delivery Date. If Customer terminates this Agreement prior to the expiration of the then applicable Term for any reason other than STN's default, or if STN terminates Service for Customer's default, Customer shall pay an Early Termination Fee equal to 50% of the monthly recurring charges multiplied by the number of months remaining in the Term plus all out of pocket expenses incurred by STN including legal fees and commissions. In addition, if Customer terminates this Agreement prior to the expiration of the Initial Term, Customer shall pay the aforementioned Early Termination Fee and shall reimburse STN for any credits or deferred billing STN may have granted to Customer hereunder.

Southern Tier Network
Master Agreement – Terms & Conditions
STATEMENT OF WORK



IN WITNESS WHEREOF, the parties have executed this SOW as of the date last written below.

SOUTHERN TIER NETWORK, INC.	**CUSTOMER:** CITY OF ELMIRA, NY
By:________	**By:**________
Name:________	**Name:** Daniel J. Mandell, Jr.
Title:________	**Title:** Mayor
Date:________	**Date:** ____/____/2024
	Resolution NO. 2024-____

New York State Customers: For consumer complaints that cannot be resolved with STN, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: www.dps.ny.gov/complaints; or DPS Helpline at 1-800-342-3377 (M-F 8:30a – 4:00p); or, Mail to Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223.

Agenda Summary: Receive communication from the City Manager and act on resolution approving the overtime for the Elmira Police Department for pay periods 1-9 of 2024 in the amount of $132,488.39.

Resolution Number: 2024-181

Sponsor: Mayor Mandell

ATTACHMENTS

EPD OT Resolution (1-9).docx
EPD OT Report (1-9).pdf

May 20, 2024

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 1 - 9 of 2024.

It is respectfully recommended that the City Council authorize the payment of $132,488.39 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. 2024 - _______

By Councilmember:_________________________________

RESOLVED, that the communication from the City Manager dated May 20, 2024 reporting the overtime pay for the Elmira Police Department personnel during emergency situations for pay periods 1 - 9 of 2024, be received and placed on file; and be it further

RESOLVED, that the overtime pay for pay periods 1 – 9 of 2024, in the amount of $132,488.39 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 Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

2024 EPD Overtime

pay period	2024	2024 YTD	2023 TYD	2022 YTD
pay #1	$24,337.20	$24,337.20	$26,718.34	$25,127.66
pay #2	$21,714.63	$46,051.83	$34,701.13	$33,643.48
pay #3	$8,200.25	$54,252.08	$57,663.19	$43,223.08
pay #4	$9,367.29	$63,619.37	$71,388.96	$55,570.67
pay #5	$8,565.11	$72,184.48	$85,054.38	$64,788.60
pay #6	$14,227.13	$86,411.61	$99,896.57	$73,307.76
pay #7	$13,226.29	$99,637.90	$110,665.44	$86,029.95
pay #8	$12,260.50	$111,898.40	$122,451.51	$93,816.28
pay #9	$20,589.99	$132,488.39	$138,971.69	$102,089.42
pay #10			$151,336.82	$115,568.00
pay #11			$171,765.78	$122,003.88
pay #12			$187,545.97	$130,500.74
pay #13			$212,954.64	$143,265.08
pay #14			$236,057.51	$156,301.71
pay #15			$274,009.71	$185,269.65
pay #16			$294,668.89	$199,403.64
pay #17			$309,947.02	$211,708.01
pay #18			$325,437.03	$232,207.80
pay #19			$337,542.43	$253,615.97
pay #20			$347,657.94	$269,574.14
pay #21			$355,534.16	$294,310.91
pay #22			$370,713.30	$307,955.26
pay #23			$386,386.25	$323,316.31
pay #24			$395,812.43	$334,398.52
pay #25			$416,629.41	$360,307.21
pay #26			$431,433.31	$370,133.65

EPD reimbursable OT 2024

pay periods	2024	2023	2022
pay #1	$2,416.53	$0.00	$0.00
pay #2	$1,267.98	$0.00	$0.00
pay #3	$684.29	$721.64	$0.00
pay #4	$241.52	$0.00	$1,025.08
pay #5	$1,147.22	$0.00	$0.00
pay #6	$4,110.15	$1,889.44	$0.00
pay #7	$1,387.76	$721.88	$1,498.20
pay #8	$487.08	$2,608.68	$0.00
pay #9		$1,062.73	$0.00
pay #10		$0.00	$0.00
pay #11		$745.61	$0.00
pay #12		$0.00	$584.34
pay #13		$0.00	$0.00
pay #14		$0.00	$0.00
pay #15		$0.00	$1,120.00
pay #16		$637.22	$350.00
pay #17		$876.92	$0.00
pay #18		$0.00	$456.93
pay #19		$3,161.98	$1,862.56
pay #20		$468.36	$210.00
pay #21		$278.04	$5,617.63
pay #22		$759.13	$339.32
pay #23		$202.46	$339.32
pay #24		$693.99	$0.00
pay #25		$771.16	$361.68
pay #26		$2,196.97	$0.00
TOTALS	**$11,742.53**	$17,796.21	$13,765.06

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

Resolution Number: 2024-182

Sponsor: Corey Cooke

ATTACHMENTS

05-06-2024_audit__LEAD_.doc
05-06-2024_Additional_Information_LEAD.docx

May 6, 2024

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

Councilmember ________________________________

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

ADOPTED BY THE FOLLOWING VOTE

AYES **NAYS**

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

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

Additional Information LEAD: 05/06/2024

Payee	Client's Name	Address	Explanation
Linda Sowers	Linda Sowers	N/A	Travel Reimbursement
Mike Rangstrom	Mike Rangstrom	N/A	Travel Reimbursement

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

Resolution Number: 2024-183

Sponsor: Gary Brinn

ATTACHMENTS

05-06-2024_Additional_Information_CDBG_template.docx
05-06-2024_audit__CDBG_HOME_.docx

Additional Information CDBG: 05/06/2024

Payee	Client's Name	Address	Explanation
Chemung County Clerk	Johanna Ashford	229 Kendall Pl	Recording Fee
Keyser Maloney and Winner	Johanna Ashford	229 Kendall Pl	FTHB Grant
Catholic Charities	Johanna Ashford	229 Kendall Pl	FTHB Housing Counseling

May 6, 2024

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

Councilmember ________________________________

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

ADOPTED BY THE FOLLOWING VOTE

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

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

Agenda Summary: Act on Audit.

Resolution Number: 2024-184

Sponsor: Jackie Wilson

ATTACHMENTS

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

DATE: May 20th, 2024

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

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

CURRENT BUDGET FUNDS:	$798,035.37
CAPITAL FUNDS:	$0.00
COMMUNITY DEVELOPMENT;	$0.00
TRUST & AGENCY FUNDS:	$0.00
SELF INSURANCE FUNDS:	$0.00

TOTAL PER ATTACHED COMPUTER LIST:	$798,035.37
OTHER PAYMENTS:	
PAYROLLS W/E May 19th, 2024	$750,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	$16,379.79
CAPITAL HAND CHECKS	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL OTHER PAYMENTS:	$766,379.79

GRAND TOTAL PAYMENTS:	$1,564,415.16
	===============

RESOLUTION NO. 2024-

By Councilmember ______________________________

RESOLVED, that the bills and the payrolls in the amount of be and they hereby are audited and approved for payment, when in funds. $1,564,415.16

ADOPTED BY THE FOLLOWING VOTE:

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

======================== ==================== ============== ============

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 05/20/2024

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date / Invoice	Number / Date	Source / Description	Payee Name	Check Sort Code	Amount
Check	05/20/2024	204763	Accounts Payable	ADMAR		2,418.95
	Invoice	Date	Description		Check Sort Code	Amount
	BN2018203	05/08/2024	Loader Rental			2,418.95
Check	05/20/2024	204764	Accounts Payable	ADP		4,938.45
	Invoice	Date	Description		Check Sort Code	Amount
	660107097	05/01/2024	CLIENT NUMBER 262059			3,385.02
	660106597	05/01/2024	CLIENT NUMBER 262059			1,553.43
Check	05/20/2024	204765	Accounts Payable	AIRGAS EAST		100.88
	Invoice	Date	Description		Check Sort Code	Amount
	5507404366	05/01/2024	AIRGAS Medical Oxygen BPO			100.88
Check	05/20/2024	204766	Accounts Payable	AMAZON CAPITAL SERVICES INC		188.98
	Invoice	Date	Description		Check Sort Code	Amount
	13HT-W4GR-MRMT	05/01/2024	2024 BLANKET PO PGB1989			40.86
	1YY9-MJNQ-9Q9P	04/23/2024	BLANKET FOR PARTS, HARDWARE & TOOLS			83.04
	1G3D-WD4R-1HJX	05/01/2024	2024 BLANKET PO PGB1989			65.08
Check	05/20/2024	204767	Accounts Payable	AT&T		89.15
	Invoice	Date	Description		Check Sort Code	Amount
	1179625427	05/01/2024	ACCT#1000-810-0850			89.15
Check	05/20/2024	204768	Accounts Payable	Auto Zone		31.08
	Invoice	Date	Description		Check Sort Code	Amount
	2950936906	04/22/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)			31.08
Check	05/20/2024	204769	Accounts Payable	BROOKS SHAW		242.00
	Invoice	Date	Description		Check Sort Code	Amount
	TD 14-2023	05/01/2024	PER DIEM - MEALS			149.00
	TD 20-2024	05/01/2024	PER DIEM DINNERS			93.00
Check	05/20/2024	204770	Accounts Payable	BRYAN J MAGGS LAW OFFICES, PLLC		3,025.50
	Invoice	Date	Description		Check Sort Code	Amount
	3397	05/01/2024	MURPHY V, CAMPANELLA			15.50
	3398	05/01/2024	MURPHY/CAMILLI V. ELMIRA			1,162.50
	3404	05/01/2024	NICKENS V. ELMIRA			697.50
	3405	05/01/2024	ALVERNAZ V. ELMIRA			750.00
	3406	05/01/2024	GOOLSBY V. ELMIRA			400.00
Check	05/20/2024	204771	Accounts Payable	BRYANT TRANCHANT		93.00
	Invoice	Date	Description		Check Sort Code	Amount
	TD 20-2024	05/01/2024	PER DIEM DINNERS			93.00
Check	05/20/2024	204772	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.		85.13
	Invoice	Date	Description		Check Sort Code	Amount
	369707+	04/18/2024	BLANKET FOR SUPPLIES AND MATERIALS			85.13
Check	05/20/2024	204773	Accounts Payable	CASTLE CLEANERS		13.15
	Invoice	Date	Description		Check Sort Code	Amount
	1-450038/L2-4499	05/01/2024	DRY CLEANING			13.15
Check	05/20/2024	204774	Accounts Payable	CHAMPION FASTENERS		2,254.73

Invoice	Date	Description	Check Sort Code	Amount
94331+	03/26/2024	Equipment Service		2,064.19
85117	04/23/2024	BLANKET FOR PARTS & SUPPLIES		111.15
95231, 95287	04/26/2024	HARDWARE & TOOLS		79.39

Check 05/20/2024 204775 Accounts Payable CHAPEL LUMBER COMPANY 2,994.62

Invoice	Date	Description	Check Sort Code	Amount
2404-121581	04/03/2024	OSB BOARD 7/16		1,777.62
2404-121509	04/02/2024	2x10 8' BTR SPF		1,217.00

Check 05/20/2024 204776 Accounts Payable CHEMUNG COUNTY CENTRAL SERV-POSTAGE 555.72

Invoice	Date	Description	Check Sort Code	Amount
APRIL 2024	05/01/2024	POSTAGE		555.72

Check 05/20/2024 204777 Accounts Payable CHEMUNG COUNTY HEALTH DEPT. 219.00

Invoice	Date	Description	Check Sort Code	Amount
5/8/2024-	05/01/2024	2024 SNACK BAR LICENSE		219.00

Check 05/20/2024 204778 Accounts Payable CHEMUNG COUNTY INSURANCE DEPARTMENT 403,388.62

Invoice	Date	Description	Check Sort Code	Amount
MAY 2024	05/01/2024	INSURANCE BILL		393,549.87
MAY 2025 ADMIN	05/01/2024	ADMIN FEE		9,838.75

Check 05/20/2024 204779 Accounts Payable CHEMUNG COUNTY TRANSFER 12,158.48

Invoice	Date	Description	Check Sort Code	Amount
139222, 139223	04/22/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		10,537.78
139224 TI 39	04/22/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		533.49
139223	05/01/2024	CUST#TI-00038 1		1,087.21

Check 05/20/2024 204780 Accounts Payable CHEMUNG COUNTY TREASURER 19,260.22

Invoice	Date	Description	Check Sort Code	Amount
2024-04022024F	05/01/2024	ELEC INSP PYMT FOR PRESIDENTIAL PRIMARY		18,015.21
2024-04022024F,	05/01/2024	VOTING MACHING TRANSPORTATIONB		1,245.01

Check 05/20/2024 204781 Accounts Payable CHEMUNG SUPPLY CORPORATION 8,758.10

Invoice	Date	Description	Check Sort Code	Amount
30011	04/30/2024	Snow and Ice control		8,687.30
28804	04/25/2024	Traffic signs		70.80

Check 05/20/2024 204782 Accounts Payable CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY 1,159.08

Invoice	Date	Description	Check Sort Code	Amount
03-230758	04/12/2024	Automotive Parts		1,159.08

Check 05/20/2024 204783 Accounts Payable CONSTELLATION ENERGY SERVICES OF NEW YORK, INC. 17,996.63

Invoice	Date	Description	Check Sort Code	Amount
68221419601	05/01/2024	CUST#2530739-41493		17,996.63

Check 05/20/2024 204784 Accounts Payable COOK BROTHERS 0.98

Invoice	Date	Description	Check Sort Code	Amount
2109479	04/23/2024	Automotive Parts		0.98

Check 05/20/2024 204785 Accounts Payable CSEA EMPLOYEE BENEFIT FUND 6,036.32

Invoice	Date	Description	Check Sort Code	Amount
MAY 2024	05/01/2024	VISION PLATINUM		6,036.32

Check 05/20/2024 204786 Accounts Payable CULLIGAN 110.00

Invoice	Date	Description	Check Sort Code	Amount
272X32966402	05/01/2024	ACCT#272-00120501-7		110.00

Check 05/20/2024 204787 Accounts Payable CUMMINS NORTHEAST, INC. 1,684.38

Invoice	Date	Description	Check Sort Code	Amount

	W4-42933	04/19/2024	Diagnose and repair oil leak EFD 651			1,386.57
	W4-42926	04/18/2024	Misc Parts/hardware			297.81
Check	05/20/2024	204788 Accounts Payable		CURREN HARDWARE & FEED		251.07
	Invoice	Date	Description		Check Sort Code	Amount
	88225	04/26/2024	MISC PARTS/HARDWARE			29.10
	88252	04/30/2024	PARTS, HARDWARE, TOOLS			59.91
	88314-	05/06/2024	PARTS, HARDWARE, TOOLS			10.08
	88130	04/15/2024	BLANKET FOR HARDWARE & PARTS			151.98
Check	05/20/2024	204789 Accounts Payable		CUSTOM PEST CONTROL		50.00
	Invoice	Date	Description		Check Sort Code	Amount
	162064	05/06/2024	PEST CONTROL AT 312 BUILIDNG			50.00
Check	05/20/2024	204790 Accounts Payable		EASTERN METAL		224.95
	Invoice	Date	Description		Check Sort Code	Amount
	93459-S	04/24/2024	Sign Materials			224.95
Check	05/20/2024	204791 Accounts Payable		ELMIRA COCA-COLA BOTTLING CORP.		738.73
	Invoice	Date	Description		Check Sort Code	Amount
	41088593011+	05/01/2024	BLANKET FOR COKE PRODUCTS			738.73
Check	05/20/2024	204792 Accounts Payable		ELMIRA DOWNTOWN DEVELOPMENT		82,840.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024	05/01/2024	TAX ASSESSMENT SPRING 2024			82,840.00
Check	05/20/2024	204793 Accounts Payable		EMPIRE ACCESS		847.27
	Invoice	Date	Description		Check Sort Code	Amount
	11155194	05/01/2024	ACCT#00089371-4			847.27
Check	05/20/2024	204794 Accounts Payable		ENTERPRISE FM TRUST		37,145.12
	Invoice	Date	Description		Check Sort Code	Amount
	479407-050324	05/01/2024	FBN5028909			37,145.12
Check	05/20/2024	204795 Accounts Payable		FEDERAL EXPRESS CORP.		115.93
	Invoice	Date	Description		Check Sort Code	Amount
	8-475-73010	05/01/2024	ACCT#1210-7902-0			32.18
	8-483-98362	05/01/2024	ACCT#1210-79025-0			83.75
Check	05/20/2024	204796 Accounts Payable		FERRARIO FORD LINCOLN MERCURY		2,162.88
	Invoice	Date	Description		Check Sort Code	Amount
	36902	04/25/2024	Automotive repair - Outside			359.81
	68094+	04/18/2024	Automotive Parts			1,803.07
Check	05/20/2024	204797 Accounts Payable		FIRE ALARM SERVICE TECH.		119.74
	Invoice	Date	Description		Check Sort Code	Amount
	47837	04/20/2024	BATTERY			119.74
Check	05/20/2024	204798 Accounts Payable		FIRST UNUM LIFE		1,125.96
	Invoice	Date	Description		Check Sort Code	Amount
	5/1/24	05/01/2024	POLICY#0461461-001			791.10
	5/1/24.	05/01/2024	POLICY#0461381-001			334.86
Check	05/20/2024	204799 Accounts Payable		FISCAL ADVISORS & MARKETING, INC.		11,873.00
	Invoice	Date	Description		Check Sort Code	Amount
	40320	05/01/2024	PUBLIC IMPROVEMENT BONDS			11,873.00
Check	05/20/2024	204800 Accounts Payable		Gannett New York- New Jersey LocaliQ		46.99
	Invoice	Date	Description		Check Sort Code	Amount
	0006372802	05/01/2024	ACCT#1122994			46.99
Check	05/20/2024	204801 Accounts Payable		GOODYEAR		1,188.00
	Invoice	Date	Description		Check Sort Code	Amount
	41653	04/19/2024	Automotive Parts			1,188.00

Check 05/20/2024 204802 Accounts Payable GRASS LANDS EQUIPMENT CO. 135.56

Invoice	Date	Description	Check Sort Code	Amount
1360083	04/24/2024	Automotive Parts		135.56

Check 05/20/2024 204803 Accounts Payable HAMILTON MEATS, INC. 580.00

Invoice	Date	Description	Check Sort Code	Amount
49501	04/30/2024	BLANKET FOR MEAT & FROZEN PRODUCTS		380.00
49427	04/19/2024	BLANKET FOR MEAT & FROZEN PRODUCTS		200.00

Check 05/20/2024 204804 Accounts Payable HARRELL'S TURF SPECIALTY 8,934.74

Invoice	Date	Description	Check Sort Code	Amount
1811157	10/12/2023	MTGC CHEMICALS		8,934.74

Check 05/20/2024 204805 Accounts Payable HOME VETERINARY CARE 1,034.16

Invoice	Date	Description	Check Sort Code	Amount
197947+	05/01/2024	MAR CURRENT + 2022 PAST DUE		914.16
APRIL INVOICES	05/01/2024	CLIENT 15465		120.00

Check 05/20/2024 204806 Accounts Payable I. D. BOOTH, INC. 626.21

Invoice	Date	Description	Check Sort Code	Amount
100002998	04/18/2024	ELECTRICAL SUPPLIES		95.62
1664876+	04/02/2024	BLANKET FOR PLUMBING SUPPLIES & PARTS		143.87
100001978	04/22/2024	BLANKET FOR ELECTRICAL SUPPLIES		22.40
100004710+	04/23/2024	BLANKET FOR PARTS, SUPPLIES, HARDWARE		317.86
S1668356.001	05/01/2024	4/9/24 MVA CARL PROPER DRIVE		46.46

Check 05/20/2024 204807 Accounts Payable Image First Uniform Rental Service, LLC 48.08

Invoice	Date	Description	Check Sort Code	Amount
263739108	04/23/2024	BLANKET FOR MATS & LINENS		48.08

Check 05/20/2024 204808 Accounts Payable INSERO & CO CPAs LLP 45,215.75

Invoice	Date	Description	Check Sort Code	Amount
147503+	05/01/2024	CLIENT ID#4115		45,215.75

Check 05/20/2024 204809 Accounts Payable IPS GROUP, INC 3,206.06

Invoice	Date	Description	Check Sort Code	Amount
INV96893	05/01/2024	PARKING METERS		3,206.06

Check 05/20/2024 204810 Accounts Payable J.C. SMITH, INC. 959.85

Invoice	Date	Description	Check Sort Code	Amount
1736588+	04/09/2024	Misc Parts/hardware		959.85

Check 05/20/2024 204811 Accounts Payable JACOB KIERST 93.00

Invoice	Date	Description	Check Sort Code	Amount
TD 20-2024	05/01/2024	PER DIEM DINNERS		93.00

Check 05/20/2024 204812 Accounts Payable JAMES J TURCSIK, JR. 2,500.00

Invoice	Date	Description	Check Sort Code	Amount
W/E MAY 26, 2024	05/01/2024	PER CONTRACT		2,500.00

Check 05/20/2024 204813 Accounts Payable KECK'S FOOD SERVICE 1,675.55

Invoice	Date	Description	Check Sort Code	Amount
135328	04/29/2024	BLANKET FOR FOOD AND PAPER SUPPLIES		1,068.02
42980	04/24/2024	BLANKET FOR FOOD AND PAPER SUPPLIES		607.53

Check 05/20/2024 204814 Accounts Payable LINDE GAS & EQUIPMENT INC 66.02

Invoice	Date	Description	Check Sort Code	Amount
42422465	04/23/2024	Equipment Service		66.02

Check 05/20/2024 204815 Accounts Payable LOWE'S COMPANIES, INC. 102.54

Invoice	Date	Description	Check Sort Code	Amount
83966-	03/15/2024	BLANKET FOR BUILDING SUPPLIES		102.54

Check 05/20/2024 204816 Accounts Payable MCCARTHY TIRE SERVICE 1,074.78

Invoice	Date	Description	Check Sort Code	Amount
35-64306+	10/27/2023	Equipment Service		1,074.78

Check 05/20/2024 204817 Accounts Payable MEDICAL WAREHOUSE 1,140.93

	Invoice	Date	Description		Check Sort Code	Amount
	227810/227932	05/01/2024	MEDICAL WAREHOUSE Medical Supplies BPO			1,140.93
Check	05/20/2024	204818	Accounts Payable	MONROE TRACTOR		550.77
	Invoice	Date	Description		Check Sort Code	Amount
	P64998+	04/16/2024	Automotive Parts			550.77
Check	05/20/2024	204819	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.		84.00
	Invoice	Date	Description		Check Sort Code	Amount
	IN2042024	05/01/2024	MES Blanket PO/Uniforms			84.00
Check	05/20/2024	204820	Accounts Payable	NAPA AUTO PARTS		1,166.39
	Invoice	Date	Description		Check Sort Code	Amount
	118765+	04/17/2024	Automotive Maint/ repair			1,166.39
Check	05/20/2024	204821	Accounts Payable	NRG BUSINESS MARKETING		7,585.13
	Invoice	Date	Description		Check Sort Code	Amount
	HS44199032	05/01/2024	ACCT#692586-3081			7,585.13
Check	05/20/2024	204822	Accounts Payable	NYS UNEMPLOYMENT INSURANCE		16,236.67
	Invoice	Date	Description		Check Sort Code	Amount
	4/29/24	05/01/2024	EMPLOYER REGISTRATION # 04-60071 5			16,236.67
Check	05/20/2024	204823	Accounts Payable	NYSEG		60.25
	Invoice	Date	Description		Check Sort Code	Amount
	MAY 2, 2024	05/01/2024	LAKE & WATER BRIDGE LTS			60.25
Check	05/20/2024	204824	Accounts Payable	NYSID		4,610.44
	Invoice	Date	Description		Check Sort Code	Amount
	1049308	04/16/2024	ANNUAL CLEANING SERVICE MONTHLY JAN-MAR			4,610.44
Check	05/20/2024	204825	Accounts Payable	ORRICK, HERRINGTON, & SUTCLIFFE		12,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	42381-2-504	05/01/2024	PUBLIC IMPROVEMENT BONDS			12,000.00
Check	05/20/2024	204826	Accounts Payable	OVERHEAD DOOR CO. OF ELMIRA		50.00
	Invoice	Date	Description		Check Sort Code	Amount
	EL0424-0132	05/01/2024	OVERHEAD DOOR Door Opener			50.00
Check	05/20/2024	204827	Accounts Payable	Passport Labs, Inc		972.60
	Invoice	Date	Description		Check Sort Code	Amount
	INV-1045433	05/01/2024	TICKET FEES			972.60
Check	05/20/2024	204828	Accounts Payable	PEOPLEREADY INC		8,299.73
	Invoice	Date	Description		Check Sort Code	Amount
	28645120	04/30/2024	TEMP SERVICES			4,293.82
	28655793	05/07/2024	TEMP SERVICES			4,005.91
Check	05/20/2024	204829	Accounts Payable	PERRY & CARROLL, INC.		3,877.94
	Invoice	Date	Description		Check Sort Code	Amount
	13871	05/01/2024	ELMIRA0-03			3,877.94
Check	05/20/2024	204830	Accounts Payable	PITNEY BOWES		21.00
	Invoice	Date	Description		Check Sort Code	Amount
	1025240433	05/01/2024	ACCT#001313158353			21.00
Check	05/20/2024	204831	Accounts Payable	POINT SPRING & DRIVESHAFT CO.		2,351.95
	Invoice	Date	Description		Check Sort Code	Amount
	23379+	04/15/2024	Automotive Parts RFB- 2077R			2,351.95
Check	05/20/2024	204832	Accounts Payable	PREFERRED SEED		1,069.00
	Invoice	Date	Description		Check Sort Code	Amount
	140578800	04/24/2024	SUPPLIES AND MATERIALS			1,069.00
Check	05/20/2024	204833	Accounts Payable	PREMIER PRINTING, INC.		2,400.00

Invoice	Date	Description	Check Sort Code	Amount
4298	05/01/2024	BOND PREP		2,400.00

Check 05/20/2024 204834 Accounts Payable RANGER OUTFITTERS 200.00

Invoice	Date	Description	Check Sort Code	Amount
25326	05/01/2024	shortage missed on previous check		200.00

Check 05/20/2024 204835 Accounts Payable RENTALS TO GO LLC 325.00

Invoice	Date	Description	Check Sort Code	Amount
229309	04/25/2024	PORTABLE TOILETS FOR PARKS		325.00

Check 05/20/2024 204836 Accounts Payable ROB TROPEANO 93.00

Invoice	Date	Description	Check Sort Code	Amount
TD 20-2024	05/01/2024	PER DIEM DINNERS		93.00

Check 05/20/2024 204837 Accounts Payable RON GUNN 242.00

Invoice	Date	Description	Check Sort Code	Amount
TD14-2023	05/01/2024	PER DIEM - MEALS		149.00
TD 20-2024	05/01/2024	PER DIEM DINNERS		93.00

Check 05/20/2024 204838 Accounts Payable SAFE 2,822.00

Invoice	Date	Description	Check Sort Code	Amount
5/15/24	05/01/2024	WORKERS COMP LIABILITY		2,822.00

Check 05/20/2024 204839 Accounts Payable SAM'S CLUB DIRECT 774.72

Invoice	Date	Description	Check Sort Code	Amount
5/4/24-	05/04/2024	BLANKET FOR FOOD, SNACKS, BEVERAGES		512.63
4/21/2024-	04/21/2024	BLANKET FOR FOOD, SNACKS, BEVERAGES		252.11
4/21/24-	04/21/2024	BLANKET FOR CLEANING SUPPLIES		9.98

Check 05/20/2024 204840 Accounts Payable SHEESLEY SEWER SERVICE 490.00

Invoice	Date	Description	Check Sort Code	Amount
131237	04/15/2024	SNAKE SINK AT FS 3		490.00

Check 05/20/2024 204841 Accounts Payable SiteOne Landscape Supply Holding, LLC 522.96

Invoice	Date	Description	Check Sort Code	Amount
139943334	04/22/2024	LANDSCAPING CHEMICALS		522.96

Check 05/20/2024 204842 Accounts Payable STAPLES BUSINESS ADVANTAGE 41.15

Invoice	Date	Description	Check Sort Code	Amount
6002073867	05/01/2024	2024 BLANKET PO - RFB 2353		9.38
6001261523	05/01/2024	2024 BLANKET PO - RFB 2353		31.77

Check 05/20/2024 204843 Accounts Payable STEPHANIE SCHREIBER 93.00

Invoice	Date	Description	Check Sort Code	Amount
TD 20-2024	05/01/2024	PER DIEM DINNERS		93.00

Check 05/20/2024 204844 Accounts Payable STEWART P. WILSON 7,453.85

Invoice	Date	Description	Check Sort Code	Amount
472869+	04/12/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		7,453.85

Check 05/20/2024 204845 Accounts Payable STUART C IRBY CO. 995.00

Invoice	Date	Description	Check Sort Code	Amount
13938135	05/01/2024	12' ALUMINUM MAST ARMS		995.00

Check 05/20/2024 204846 Accounts Payable TIME WARNER CABLE 448.65

Invoice	Date	Description	Check Sort Code	Amount
12573050124	05/01/2024	INTERNET SERVICES AT MTGC CODE A		448.65

Check 05/20/2024 204847 Accounts Payable TWIN TIER PAINT WALLCOVERING 463.44

Invoice	Date	Description	Check Sort Code	Amount
67370, 67499	04/17/2024	BLANKET FOR PAINT & sUPPLIES		420.54
67232	04/01/2024	PAINT SUPPLIES		42.90

Check 05/20/2024 204848 Accounts Payable UniFirst Corporation 560.71

Invoice	Date	Description	Check Sort Code	Amount

1100059589+	04/04/2024	LAUNDRY SERVICE		409.05
69359, 69346	05/02/2024	BLANKET FOR FLOOR MATS FOR BUILDINGS		151.66

Check 05/20/2024 204849 Accounts Payable UNITED ROTARY BRUSH CORP. 5,421.80

Invoice	Date	Description	Check Sort Code	Amount
CI311448	05/03/2024	Automotive Parts		5,421.80

Check 05/20/2024 204850 Accounts Payable VANDER MOLEN FIRE APPARATUS SALES & SERVICE 1,784.11

Invoice	Date	Description	Check Sort Code	Amount
6252	04/30/2024	Automotive Parts		207.61
6205	04/15/2024	LADDER SCENE LIGHT		1,576.50

Check 05/20/2024 204851 Accounts Payable VASCO BRANDS, INC. 47.35

Invoice	Date	Description	Check Sort Code	Amount
X004934A	05/01/2024	VASCO Cleaning Supplies BPO		47.35

Check 05/20/2024 204852 Accounts Payable VERDIN COMPANY 795.00

Invoice	Date	Description	Check Sort Code	Amount
164454	05/06/2024	MAINTENANCE AGREEMENT CLOCK TOWER		795.00

Check 05/20/2024 204853 Accounts Payable VERIZON (FORMERLY BELL ATLANTIC) 2,120.65

Invoice	Date	Description	Check Sort Code	Amount
APRIL 27, 2024	05/01/2024	ACCT#251-754-338-0001-91		1,990.23
737-0531-APR	05/01/2024	ACCT#251-754-321-0001-58		18.78
737-5600 APR	05/01/2024	ACCT#651-754-337-0001-23		74.13
735-9730 APR	05/01/2024	ACCT#751-754-316-0001-43		37.51

Check 05/20/2024 204854 Accounts Payable VERIZON WIRELESS 3,352.86

Invoice	Date	Description	Check Sort Code	Amount
9962375763	05/01/2024	ACCOUNT #286111989-00001		3,352.86

Check 05/20/2024 204855 Accounts Payable WEST INFORMATION PUBLISHING GROUP 873.93

Invoice	Date	Description	Check Sort Code	Amount
850178045	05/01/2024	LIBRARY PLAN 4/1 - 4/30		467.58
850087547	05/01/2024	WESTLAW SOFTWARE		406.35

Check 05/20/2024 204856 Accounts Payable WEX BANK 9,406.29

Invoice	Date	Description	Check Sort Code	Amount
96874525	05/01/2024	FUEL PURCHASES		9,406.29

Check 05/20/2024 204857 Accounts Payable XEROX CORPORATION 493.53

Invoice	Date	Description	Check Sort Code	Amount
021178446	05/01/2024	CUST#726756687		70.36
021178451	05/01/2024	CUST#718422447		7.02
021178456	05/01/2024	CUST#726246770		25.09
021178435	05/01/2024	CUST#726368111		81.31
021178436	05/01/2024	CUST#726368160		18.36
021178437	05/01/2024	CUST#726368178		112.51
021178434	05/01/2024	CUST#726289374		66.50
021178443	05/01/2024	CUST#726686991		22.17
021178449	05/01/2024	CUST#708184692		69.51
021178455	05/01/2024	CUST#726246168		20.70

Check 05/20/2024 204858 Accounts Payable JEANNE & BRIAN BOHOMEY 214.00

Invoice	Date	Description	Check Sort Code	Amount
TM#89.11-6-2	05/01/2024	SANITATION OPT OUT		214.00

Check 05/20/2024 204859 Accounts Payable NYS ANIMAL PROTECTION FEDERATION EDUCATION FUND 533.48

Invoice	Date	Description	Check Sort Code	Amount
100	05/01/2024	CAIT DALY TRAVEL EXPENSES		533.48

Check 05/20/2024 204860 Accounts Payable TARANIA PROPERTIES, LLC 735.00

Invoice	Date	Description	Check Sort Code	Amount
TM#99.11-2-15	05/01/2024	SANITATION OPT OUT		735.00

Check	05/20/2024	204861 Accounts Payable		TARANIA PROPERTIES, LLC		490.0.
	Invoice	Date	Description		Check Sort Code	Amount
	TM#79.19-2-70	05/01/2024	SANITATION OPT OUT			490.00
Check	05/20/2024	204862 Accounts Payable		TARANIA PROPERTIES, LLC		490.00
	Invoice	Date	Description		Check Sort Code	Amount
	TM#99.12-3-40	05/01/2024	SANITATION OPT OUT			490.00
Check	05/20/2024	204863 Accounts Payable		TARANIA PROPERTIES, LLC		490.00
	Invoice	Date	Description		Check Sort Code	Amount
	TM#99.11-6-54	05/01/2024	SANITATION OPT OUT			490.00

GENERAL FUND GENERAL FUND Totals: Transactions: 101 $798,035.37

Checks: 101 $798,035.37

HAND CHECKS DETAILS	$16,379.79
CAPITAL HAND CHECKS DETAIL	$0.00

ACH PAYMENTS

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 04/27/2024 - 05/10/2024

5/1/2024	GHI DENTAL	$	3,308.80
5/3/2024	GHI DENTAL	$	2,129.20
		$	5,438.00

MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 04/27/2024 - 05/10/2024

4/30/2024	SARATOGA EAGLE	$	266.80
5/7/2024	SARATOGA EAGLE	$	366.55
		$	633.35

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 05/01/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	05/01/2024	204761	Accounts Payable	JAMES J TURCSIK, JR.		9,083.19

Invoice	Date	Description	Check Sort Code	Amount
4/16-4/30/24	05/01/2024	Commission Check		9,083.19

GENERAL FUND GENERAL FUND Totals: Transactions: 1 $9,083.19

Checks:	1	$9,083.19

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 04/29/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	04/29/2024	204758	Accounts Payable	ERICA LAPIERRE		30.00

Invoice	Date	Description	Check Sort Code	Amount
4/29-4/30 traini	04/29/2024	Meals Per Diem		30.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04/29/2024	204759	Accounts Payable	WILLIAM GOODWIN		52.00

Invoice	Date	Description	Check Sort Code	Amount
4/30-5/2 trainin	04/29/2024	Meals Per Diem		52.00

GENERAL FUND GENERAL FUND Totals: Transactions: 2 $82.00

Checks: 2 $82.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 04/29/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	04/29/2024	204760	Accounts Payable	CHEMUNG CANAL TRUST COMPANY		1,071.00

Invoice	Date	Description	Check Sort Code	Amount
211 E WATER ST	04/29/2024	PURCHASE FOR E WATER ST REJUVENATION		1,071.00

GENERAL FUND GENERAL FUND Totals:	Transactions: 1	$1,071.00

Checks:	1	$1,071.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 05/06/2024

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/06/2024	204762	Accounts Payable	ASSOCIATION OF NYS YOUTH COURTS		72.25

Invoice	Date	Description	Check Sort Code	Amount
ELMIRA YOUTH COU	05/06/2024	HONOR CORDS		72.25

GENERAL FUND GENERAL FUND Totals: Transactions: 1 $72.25

Checks: 1 $72.25

Agenda Summary:	Act on resolution to adjourn.
Resolution Number:	2024-185
Sponsor:	Nan Moss

ATTACHMENTS

Adjournment May 20.docx

May 20, 2024

RESOLUTION

NO. 2024 –____

By: ____________________________

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, June 3rd, 2024, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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