

APPROVAL OF MINUTES

2023-275

Nan Moss

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, August 28, 2023.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

RESOLUTIONS

2023-276

Mayor Mandell

Act on resolution withdrawing endorsement of Elmira Police Department departmental flag in 2022.

2023-277

Joseph Duffy

Act on resolution amending the Dalrymple Gravel & Contracting Co, Inc. bid to add an additional City road project for 2023 to include hot mix asphalt paving of a portion of College Avenue from Woodlawn Avenue to Thurston Street which is estimated to be \$105,000.00.

2023-278

Corey Cooke

Receive communication from Corporation Counsel and act on resolution designating the City as the lead agency pursuant to State Environmental Quality Review Act to file a negative determination that the conveyance of vacant City surplus property located at 717-725 Dickinson Street to Elmira Downtown Development will not have an adverse impact on the environment.

2023-279

Joseph Duffy

Receive communication from Corporation Counsel and act on resolution designating the City as the lead agency pursuant to State Environmental Quality Review Act to file a negative determination pertaining to the proposal for the City to grant a license to New York State Electric & Gas Corporation to install a gas regulator station in City-owned Pulaski Park will not have an adverse impact on the environment.

AGREEMENTS

2023-280
Mayor Mandell

Act on resolution accepting Chemung County Community Development Fund grants for Friends of Woodlawn Cemetery, John Johns Museum, Man2Man, and Vietnam Veterans 803 Museum and authorizing the Mayor to execute the Acknowledgement of the Grant Terms and Conditions, a copy of which is attached hereto.

2023-281
Joseph Duffy

Receive communication from the City Manager and act on resolution accepting the sole bid of and awarding a contract to RS Parker Landscaping for property maintenance (abatement) services and authorizing the Mayor to execute a contract with RS Parker Landscaping; said contract subject to Corporation Counsel approval.

2023-282
Mayor Mandell

Receive communication from the City Manager and act on resolution approving a commission agreement with artist Derek L. Chalfant to create a sculpture, reviewed by the City of Elmira Public Art Commission, to be erected in Mark Twain Riverfront Park as depicted on the attached drawing at a total cost not to exceed \$25,000.00 and authorizing the Mayor to execute the commission agreement; said agreement subject to Corporation Counsel approval.

2023-283
Joseph Duffy

Receive communication from the City Manager and act on resolution granting a license to New York State Electric & Gas Corporation (NYSEG) to install a gas regulator station in a portion of Pulaski Park and authorizing the Mayor to enter into and execute the License Agreement with NYSEG, a copy of which is attached hereto and made a part hereof; said License Agreement subject to Corporation Counsel approval.

OVERTIME REPORTS

2023-284
Council as a Whole

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 16, 17, and 18 of 2023 in the amount of \$51,415.72.

AUDITS

2023-285
Nick Grasso

Act on Lead Hazard Reduction Grant Program Audit.

2023-286
Corey Cooke

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

2023-287
Mayor Mandell

**Act on Downtown Revitalization Initiative Grant Program
Audit.**

2023-288
Nan Moss

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

2023-289
Joseph Duffy

Act on American Rescue Plan Lost Revenue Audit.

2023-290
Corey Cooke

Act on Audit.

SECOND PUBLIC COMMENT PORTION

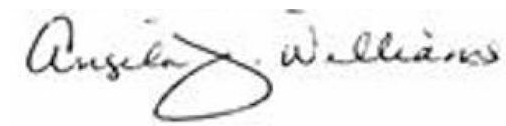
CITY MANAGER REPORT

ADJOURN

2023-291
Nick Grasso

Act on resolution to adjourn.

Respectfully Submitted,

A handwritten signature in black ink that reads "Angela J. Williams". The signature is written in a cursive style with a large, stylized initial 'A'.

Angela J. Williams
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, August 28, 2023.
Resolution Number:	2023-275
Sponsor:	Nan Moss

ATTACHMENTS

[Beginning Sept 11.docx](#)

September 11, 2023

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 11th day of September, 2023.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2023- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held August 28, 2023, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

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

Elmira City Council

Agenda Summary:	Act on resolution withdrawing endorsement of Elmira Police Department departmental flag in 2022.
Resolution Number:	2023-276
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution withdrawing endorsement of EPD 2022 flag 9.11.2023.docx](#)
[2022 EPD Flag.pdf](#)

September 11, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

WHEREAS, by Resolution No. 2022-108, the City Council endorsed the Elmira Police Department's adoption of a departmental flag, a copy of which flag is attached to the resolution and made a part thereof; and

WHEREAS, the Elmira Police Benevolent Association now requests the City Council withdraw its prior endorsement;

NOW, THEREFORE, BE IT

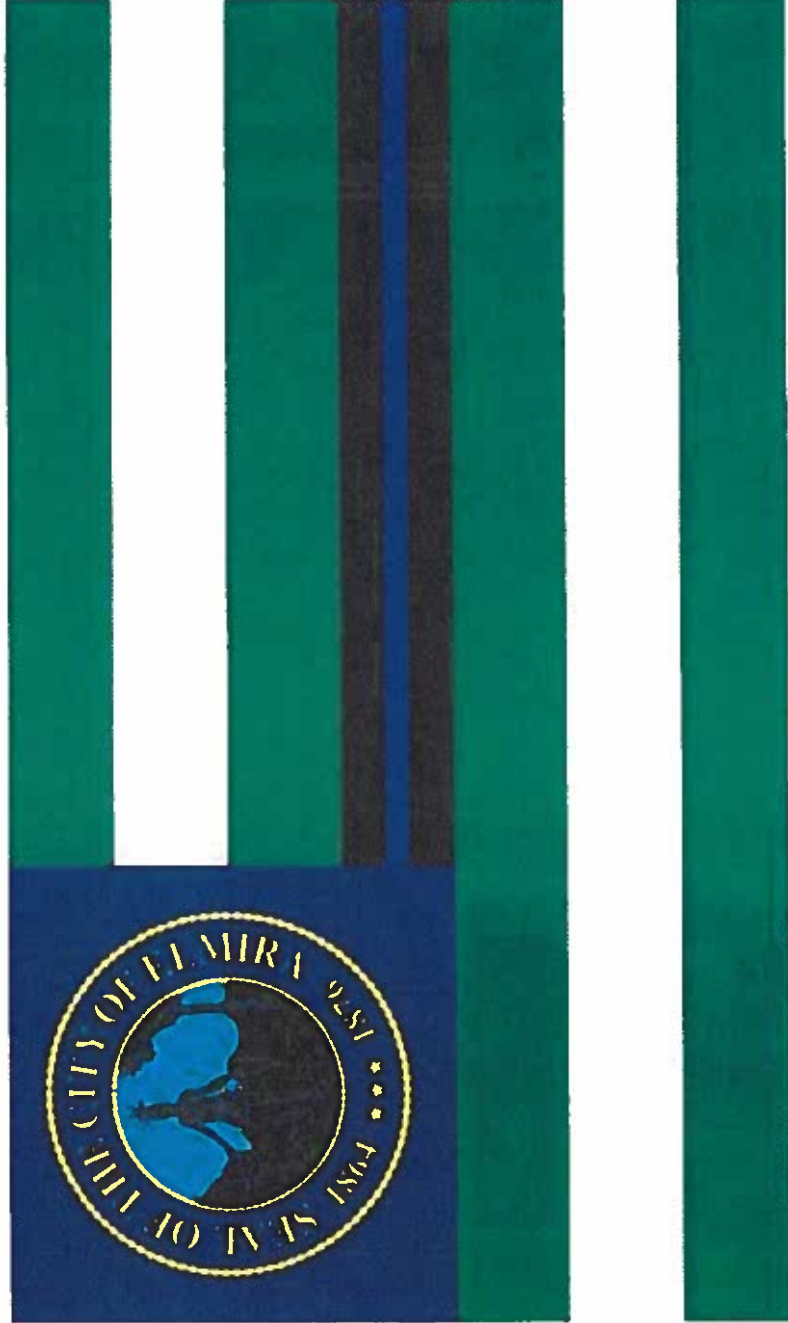
RESOLVED, the City Council of the City of Elmira, New York does hereby withdraw its endorsement of the Elmira Police Department departmental flag, which endorsement was issued by Council Resolution No. 2022-108 dated March 28, 2022.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	



Elmira City Council

Agenda Summary: Act on resolution amending the Dalrymple Gravel & Contracting Co, Inc. bid to add an additional City road project for 2023 to include hot mix asphalt paving of a portion of College Avenue from Woodlawn Avenue to Thurston Street which is estimated to be \$105,000.00.

Resolution Number: 2023-277

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution amending dalrymple bid to include additional road hot mix asphalt paving project in 2023 9.11.2023.docx](#)

September 11, 2023

**RESOLUTION
NO. 2023 - _____**

By Councilmember _____:

WHEREAS, by Resolution No. 2023-56, the Council awarded a bid in the amount of \$735,486.50 to Dalrymple Gravel & Contracting Co., Inc. for Dalrymple to provide hot mix asphalt for 6 City road projects for 2023; and

WHEREAS, City staff has identified an additional road project involving the pavement of College Avenue from Woodlawn Avenue to Thurston Street, this being a highly traveled road in the City;

NOW, THEREFORE, BE IT

RESOLVED, that Resolution No. 2023-56 be and is hereby amended to add an additional City road project for 2023 to include the hot mix asphalt paving of that portion of College Avenue from Woodlawn Avenue to Thurston Street, the cost of which is estimated to be \$105,000.00, the additional funds for this project being available in the City's 2023 street budget.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Receive communication from Corporation Counsel and act on resolution designating the City as the lead agency pursuant to State Environmental Quality Review Act to file a negative determination that the conveyance of vacant City surplus property located at 717-725 Dickinson Street to Elmira Downtown Development will not have an adverse impact on the environment.

Resolution Number: 2023-278

Sponsor: Corey Cooke

ATTACHMENTS

[resolution SEQR 2 city-owned Dickinson St lots surplus property conveyance to elmira downtown development - holiday parade 9.11.2023.doc](#)
[SEQR Form - 717-725 Dickinson Street.pdf](#)

September 11, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the Council's approval by Resolution No. 2023-267 to convey vacant surplus City property to Elmira Downtown Development, Inc. (EDD), it is necessary for the Council to consider the environmental impact of the proposed conveyance. The following resolution designates the City as the lead agency; determines that the conveyance 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

September 11, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the State Environmental Quality Review procedures pertaining to the conveyance of vacant City surplus property located at 717-725 Dickinson Street to Elmira Downtown Development (EDD), 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 proposed conveyance 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 UNANIMOUS VOTE

AYES		NAYS
X	Councilmember Cooke	
X	Councilmember Moss	
X	Councilmember Franchi	
X	Councilmember Kitching	
X	Councilmember Grasso	
X	Councilmember Duffy	
X	Mayor Mandell	
7		0

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				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
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? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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				

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	NO	YES	
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?	NO	YES	
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: _____ _____	NO	YES	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
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?	NO	YES	
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: _____ _____ _____	NO	YES	
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			
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?	NO	YES	
16. Is the project site located in the 100 year flood plain?	NO	YES	
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 _____ _____	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: _____ _____ _____	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: _____ Date: _____ 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.

Name of Lead Agency

Date

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)

Agenda Summary:

Receive communication from Corporation Counsel and act on resolution designating the City as the lead agency pursuant to State Environmental Quality Review Act to file a negative determination pertaining to the proposal for the City to grant a license to New York State Electric & Gas Corporation to install a gas regulator station in City-owned Pulaski Park will not have an adverse impact on the environment.

Resolution Number:

2023-279

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution SEQR NYSEG regulation station - license agreement 9.11.2023.doc](#)
[SEQR Form -NSYEG regulator station Pulaski Park.pdf](#)

September 11, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the proposal for the City to grant a license to New York State Electric & Gas Corporation (NYSEG) for it to install a regulator station in City-owned Pulaski Park, it is necessary for the Council to consider the environmental impact of the proposed regulator station. The following resolution designates the City as the lead agency; determines that the station 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

September 11, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the State Environmental Quality Review procedures pertaining to the proposal for the City to grant a license to New York State Electric & Gas Corp (NYSEG) to install a regulator station in City-owned Pulaski Park, 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 proposed regulation station 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 Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	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							
New York State Gas & Electric Corporation (NYSEG) Regulator Station							
Name of Action or Project: a portion of City-owned Pulaski Park							
Project Location (describe, and attach a location map): a portion of City-owned Pulaski Park; see attached map							
Brief Description of Proposed Action: Erection of regulator station							
Name of Applicant or Sponsor: City of Elmira, NY		Telephone: 607/737-5644					
		E-Mail:					
Address: 317 E. Church Street							
City/PO: Elmira, NY		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.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
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:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3.a. Total acreage of the site of the proposed action?		_____.25 acres					
b. Total acreage to be physically disturbed?		_____.0 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____.25 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							

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: _____	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: <u>P. Michael Collins/City Manager</u>		Date: <u>September</u> , 2023
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, NY	September , 2023
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

EXHIBIT 'A'



PULASKI PARK
ID# 89.06-3-1

NYSEG TO
ACCESS SITE
HERE

PARKING

10' NYSEG
LICENSE
AGREEMENT

4x11 FT
REGULATOR
ENCLOSURE

10' NYSEG
LICENSE
AGREEMENT

1102

1100

General Notes:

1. Refer to w.o. #6200604943 for the retirement of the existing Reg Station.
2. Construct asphalt drive to blend in with existing parking lot asphalt.
 - a. 6-8" Item #4 base
 - b. 3" Type 3 Binder
 - c. 2" Type 6f Top

STATION WO# 6200604942
NON-LPM WO# 801000518541

DRAWING STATUS		DATE:	DESIGNER:	G. DENSE	GAS DIVISION:	
00	PRELIMINARY	02/28/23	DRAWN BY:	L. LUCAS	ELMIRA, NY	
00	ISSUED FOR CONSTRUCTION	03/03/23	REV	DATE	DESCRIPTION	
	AS-BUILT	/ /				
DRAWING #:			SCALE: 1" = 30'		PAPER SIZE: A=11X8.5	
					QUAD/MAP #:	
					24555.36	
					Date/Time Plotted: 3/3/2023	



TITLE: LICENSE AGREEMENT
PULASKI PARK, CITY OF ELMIRA

WO #:
24555.36

SHEET #
1/1

Elmira City Council

Agenda Summary:	Act on resolution accepting Chemung County Community Development Fund grants for Friends of Woodlawn Cemetery, John Johns Museum, Man2Man, and Vietnam Veterans 803 Museum and authorizing the Mayor to execute the Acknowledgement of the Grant Terms and Conditions, a copy of which is attached hereto.
Resolution Number:	2023-280
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution accepting grant of 7,000 awarded community development fund grant 4 projects 9.11.2023.doc](#)
[acknowledgement of terms and conditions 4 grants 9.11.2023 meeting.pdf](#)

September 11, 2023

**RESOLUTION
NO. 2023 - _____**

By Councilmember _____:

WHEREAS, the Chemung County Legislature has approved four City grant applications for funds from the County’s Community Development Fund for the following: \$2,000.00 for Friends of Woodlawn Cemetery’s ongoing projects; \$2,000.00 for John Jones Museum; \$1,000.00 Vietnam Veterans 803 Museum; and for \$2,000.00 for the Man2Man; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby accept the grant awards for \$2,000.00 to the Friends of Woodlawn Cemetery to assist in ongoing projects at the cemetery, \$2,000 to be used in support of the John Jones Museum, \$1,000.00 to be used in support of the Vietnam Veterans 803 Museum, and \$2,000.00 to be used in support of Man2Man program; and be it further

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

RESOLVED, that the Mayor be and hereby is authorized to execute the “Acknowledgement of the Grant Terms and Conditions” for these projects, a copy of which is attached hereto.

ADOPTED BY FOLLOWING VOTE

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

Community Development Fund Grant
Acknowledgement of Terms and Conditions

Grantor: Chemung County

Sponsor: John Burin

Grantee: City of Elmira

Grant Amount: \$7,000

Project: John Jones Museum, Man2Man, Vietnam Veterans 803 Museum, Friends of Woodlawn Cemetery

Authorizing Resolution: 23-453

Date: August 15, 2023

I. GENERAL PROVISIONS

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

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

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

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

II. SPECIAL PROVISIONS

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

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

copy of any published accounts mentioning the project or the grant to the Sponsor's office. Grantee agrees to allow the County and Sponsor to use information provided in the proposal for press release and other forms of public dissemination.

2. Expenditures of Grant Funds

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

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

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

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

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

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

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

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

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

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

For the Grantee:

Signature

Date

Signature

Date

RESOLUTION NO. 23-453

RESOLUTION AUTHORIZING CERTAIN APPLICATIONS FOR AND DISBURSEMENT
OF COMMUNITY DEVELOPMENT FUNDS (Legislature)

By: Margeson

Seconded by: Stermer

WHEREAS, the County Executive and the Budget Committee have recommended that the Chemung County Legislature approve certain applications for Community Development Projects which are eligible to receive Community Development Funds during 2023; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby approve certain applications for Community Development Projects and authorizes the Chemung County Treasurer to disburse Community Development Funds pursuant to The Community Development Fund Disbursement Policy, adopted by Resolution 19-583, as follows:

Municipality/Leg. District	Project	Amount
City of Elmira/District 9	John Jones Museum	\$2,000
City of Elmira/District 9	Man2Man	\$2,000
City of Elmira/District 9	Vietnam Veterans 803 Museum	\$1,000
City of Elmira/District 9	Friends of Woodlawn Cemetery	\$2,000

and, be it further

RESOLVED, that each of the recipients of the Community Development Funds authorized by this Resolution shall utilize those monies for the Project as submitted with the approved application.

Ayes: Morse, Saglibene, Sweet, Brennan, Donovan, Palmer, Pickering, Burin Chalk, Stermer, Drake, Smith, Margeson (Chairman) (13); Opposed: None (0); Excused: McCarthy, Strange (2)

STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS:

THIS IS TO CERTIFY, that I, the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the 14th day of August, 2023, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 15th day of August 2023.

Cynthia G. Kalweit, Clerk
Chemung County Legislature

Agenda Summary: Receive communication from the City Manager and act on resolution accepting the sole bid of and awarding a contract to RS Parker Landscaping for property maintenance (abatelements) services and authorizing the Mayor to execute a contract with RS Parker Landscaping; said contract subject to Corporation Counsel approval.

Resolution Number: 2023-281

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution awarding property maintenance bid to RS parker landscaping 9.11.2023.docx](#)
[bid summary RS Parker Landscaping property maintenance 9.11.2023.pdf](#)

September 11, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

On August 22, 2023, bids were opened from bidders to perform property maintenance work (abatements) on behalf of the City. A sole bid from RS Parker Landscaping was received as shown on the attached bid summary. It is the recommendation of the Code Enforcement that the sole bid be awarded to RS Parker Landscaping, which meets all of the bid specifications, at a cost of \$48.00 an hour per RS Parker employee with the additional hourly rate of \$85.00 for use of RS Parker additional equipment .

The following resolution awards the contract to RS Parker Landscaping and authorizes the Mayor to sign an agreement between RS Parker and the City.

Respectfully yours,

P. Michael Collins
City Manager

September 11, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the award of a contract for property maintenance services (abatements) on behalf of the City, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby accept and awards the contract for property maintenance (abatement) services to RS Parker Landscaping meeting all bid specifications at a cost of \$48.00 an hour per RS Parker employee with the additional hourly rate of \$85.00 for use of RS Parker additional equipment; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a contract with RS Parker Landscaping; said contract to be subject to the approval of Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT	
RFB-299 Property Maintenance for City of Elmira	
Bid Opening: August 22, 2023	
Sole Bidder	RS Parker Landscaping *
Surety	CK \$500
Description	
Hourly rate for Cutting High Grass, Weeds,, and Other Vegetation	48.00
Hourly rate for Removal of Garbage, Trash, and Refuse	48.00
Hourly Rate for Removal of Snow and Ice	48.00
Hourly Rate for Miscellaneous Jobs such as Boarding up Windows and Doors	48.00
Hourly Rate for Use of Additional Equipment	85.00

*2a not filled out on Equal Opportunity Form

Bidder states prices are per hour per man

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a commission agreement with artist Derek L. Chalfant to create a sculpture, reviewed by the City of Elmira Public Art Commission, to be erected in Mark Twain Riverfront Park as depicted on the attached drawing at a total cost not to exceed \$25,000.00 and authorizing the Mayor to execute the commission agreement; said agreement subject to Corporation Counsel approval.
Resolution Number:	2023-282
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution commission contract derek chalfant mark twain riverfront park sculpture 9.11.2023.doc](#)
[sculpture drawing mark twain riverfront park 9.11.2023.pdf](#)

September 11, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The redevelopment of the Mark Twain Riverfront Park provides for the installation of a sculpture. City staff is recommending that the City enter into a professional services contract with artist, Derek L. Chalfant, to create the sculpture based on the attached drawing for a fee not to exceed to \$25,000.00 inclusive of the artist's fee and material costs. The City's purchasing policy provides that professional services contracts are not subject to the bidding requirements established by Section 103 of the General Municipal Law. The policy further provides that any professional services contract in excess of \$10,000.00 must be approved by Council.

In accordance with Chapter 20, Section 20-231 of the City's Code of Ordinances, this proposed "work of art" has been reviewed by the City of Elmira Public Art Commission.

The following resolution approves the professional services contract with Mr. Chalfant.

Respectfully yours,

P. Michael Collins
City Manager

September 11, 2023

RESOLUTION
NO. 2023 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's retention of Derek L. Chalfant, a professional artist, to develop the sculpture for the Mark Twain Riverfront Park according to the drawing and description for a fee not to exceed \$25,000.00 inclusive of the artist's fee and cost of materials, 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 commission agreement with artist Derek L. Chalfant to create a sculpture to be erected in the Mark Twain Riverfront Park as depicted on the attached drawing at a total cost not to exceed \$25,000.00; and be it further

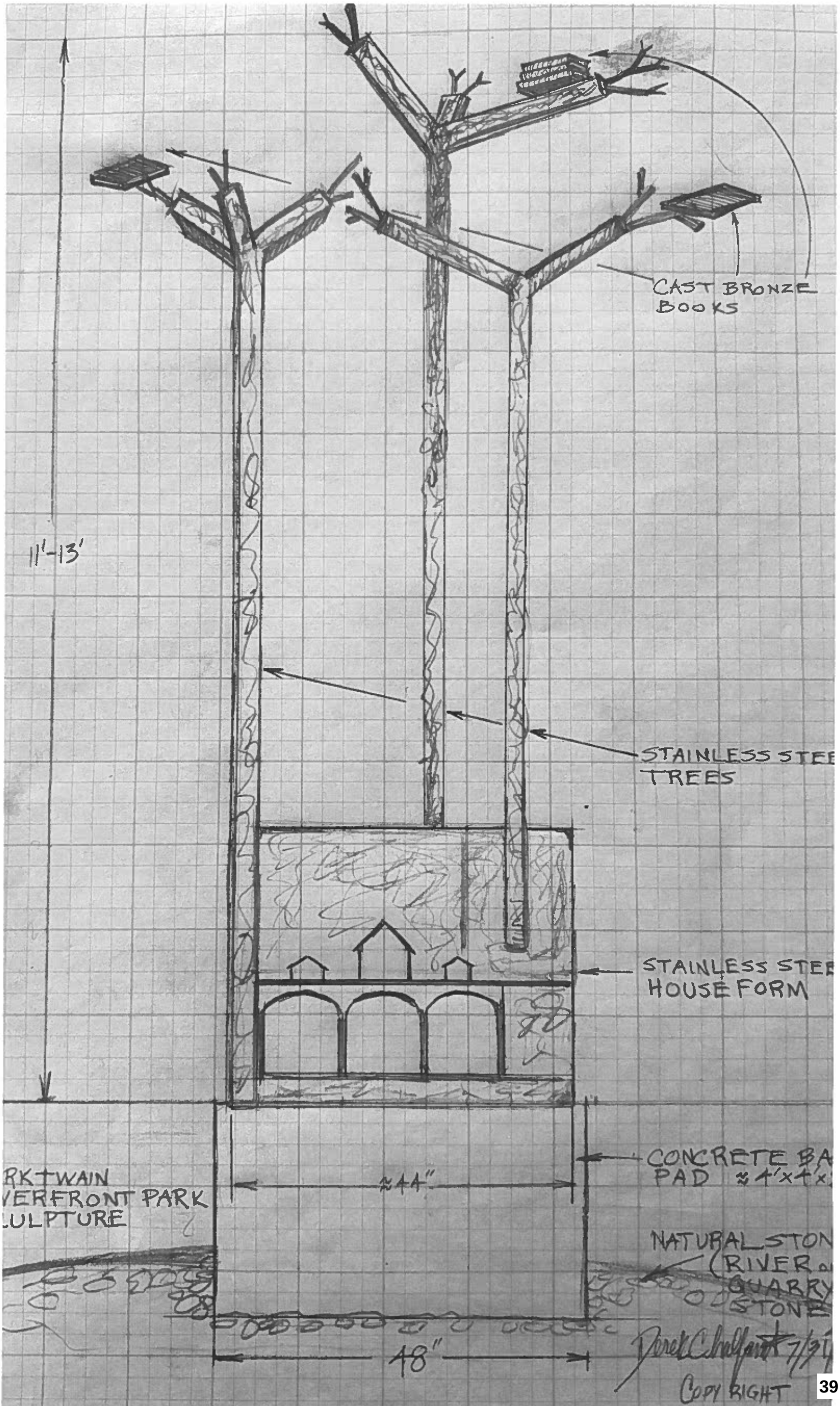
RESOLVED, that the Mayor be and is hereby authorized to execute the commission agreement, a copy of which is attached hereto and made a part hereof; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	



MARK TWAIN
VERMONT PARK
SCULPTURE

CAST BRONZE
BOOKS

STAINLESS STEEL
TREES

STAINLESS STEEL
HOUSE FORM

CONCRETE BASE
PAD 44" x 48"

NATURAL STONE
(RIVER &
QUARRY
STONE)

Derek Chaffin 7/94
COPY RIGHT

Agenda Summary:	Receive communication from the City Manager and act on resolution granting a license to New York State Electric & Gas Corporation (NYSEG) to install a gas regulator station in a portion of Pulaski Park and authorizing the Mayor to enter into and execute the License Agreement with NYSEG, a copy of which is attached hereto and made a part hereof; said License Agreement subject to Corporation Counsel approval.
Resolution Number:	2023-283
Sponsor:	Joseph Duffy

ATTACHMENTS

[resolution license agreement NYSEG pulaski park gas regulator installation 9.11.2023.doc](#)
[NYSEG license agreement gas regulator station Pulaski Park with exhibits.pdf](#)

September 11, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

New York State Electric & Gas Corporation (NYSEG) has requested permission from the City to install a gas regulator station and relief valve in a portion of Pulaski Park. Initially, NYSEG requested as easement to locate its project within the Park. NYSEG was informed that the City could not grant an easement because the area for the proposed project is in a City park and State Legislative approval would be necessary in order to grant an easement. After further discussion with NYSEG, the City proposed to grant the Company a “license” which grants NYSEG permission to install its equipment but under no circumstances can NYSEG assert or claim that the license be construed to be a lease agreement or an easement. The agreement expressly states that NYSEG shall have no easement rights. The initial term of the agreement is for ten (10) years with NYSEG’s right to renew the agreement for an additional ten-year term. The agreement further provides that the City may terminate the agreement at any time upon 180 days prior written notice to NYSEG.

The following resolution approves the proposed agreement and grants the Mayor authorization to sign it.

Respectfully yours,

P. Michael Collins
City Manager

September 11, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's grant of a "License Agreement" to New York State Electric & Gas Corporation (NYSEG) permitting NYSEG to install a gas regulator station in a portion of Pulaski Park, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does grant a license to NYSEG as specifically set forth in the License Agreement, a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the License Agreement subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023 by and between

CITY OF ELMIRA, NEW YORK a municipal corporation having its principle offices located at 317 East Church Street, Elmira, NY 14901 (hereinafter “Licensor”)

and

NEW YORK STATE ELECTRIC & GAS CORPORATION
(NYSEG), a New York corporation having its place of business at _____ (hereinafter “Licensee”);

WITNESSETH:

WHEREAS, the Licensor is the owner of lands located within the City of Elmira, commonly known as Pulaski Park (“Park”); and

WHEREAS, the Licensee has requested the City to grant to it a license to locate within the Park a new gas regulator station and a pipe regulator outlet valve (the “Project” and/or “Project Structures”) at a location in the Park as hereinbelow set forth; and

WHEREAS, the Licensor has determined that the Project will not have an adverse impact upon the public’s use of the Park;

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

1. **License.** Licensors hereby grants to Licensee a license to erect, operate, and maintain the Project in the Park at the location as shown on Exhibit "A" attached hereto and made a part hereof. Licensee, its contractors, agents, servants, and invitees shall have the right to reasonable ingress and egress to and from the Project site over and across other Park lands as shown on Exhibit "A". Upon completion of the construction of the Project, or any repair and/or replacement of the completed Project Structures, the Licensee shall restore the access area to its natural condition immediately prior to the commencement of the Project. The parties acknowledge and agree that this Agreement is a Licensing Agreement only and in no event shall either party assert or claim, nor shall this Agreement be construed to be a lease agreement or an easement. No landlord-tenant relationship exists between the parties and NYSEG shall have no easement rights. Licensee shall have only those rights granted pursuant to this Agreement.

2. **Consideration.** The Licensee acknowledges that it will derive a substantial benefit from erecting the Project at the Park location. Accordingly, upon its execution of this Agreement, the Licensee shall pay to Licensors a one-time license fee in the amount of ONE HUNDRED and 00/100 Dollars (\$100.00).

3. **Term.** The term of this Agreement shall be for a period of ten (10) years beginning _____, 2023 and ending _____, 20____. Provided Licensee is not in breach of this Agreement, Licensee shall have the option to extend the

term of this Agreement for one additional ten (10) year term upon the same terms and conditions upon written notice delivered by the Licensee to the Licensor at least sixty (60) days prior to the end of the initial term.

4. **Maintenance.** Licensee shall be solely responsible for the maintenance, repair, replacement, and removal of the Project Structure(s).

5. **Insurance/Hold Harmless.** Licensee shall procure and maintain at all times at its sole cost and expense during the term of this Agreement or any extension thereof, the following insurance:

a. Comprehensive general liability insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate including contractual liability and property damage. Upon the expiration of the first ten (10) years of the Term of this Agreement, the City, at its sole discretion, may require the Licensee to increase the limits of the general liability insurance to \$3,000,000 per occurrence and \$5,000,000 aggregate including contractual liability and property damage.

b. Property insurance on Licensee's structure(s) and equipment ensuring against the perils of fire, lightening, extended coverage perils, vandalism, malicious mischief in an amount equal to the full replacement value of Licensee's structures, improvements, fixtures, and equipment.

c. The comprehensive general liability insurance shall be endorsed to name the Licensor, its officers and employees, as additional insureds on a primary basis. All policies shall be endorsed to provide thirty (30) days advance written notice to Licensor of cancellation, non-renewable, or reduction in coverage. A Certificate of Insurance for each policy shall be delivered to the Licensor's Law Department. All insurance coverages shall be with a company or companies approved by the Licensor's Corporation Counsel. In addition to the general liability insurance coverage required pursuant to subparagraph (a) hereinabove, Licensee agrees to hold harmless and indemnify the Licensor against all injuries, losses, claims for damages to any person or property occasioned by any act, neglect, negligence, or default of Licensee, its directors, officers, employees, and contractors. Licensee shall obtain required workers'

compensation insurance and disability benefits insurance in accordance with the laws of the State of New York.

6. **Indemnification.** Licensee shall fully protect, defend, indemnify, and save harmless the Licensor, its officers and employees, against all liability, judgments, costs, damages, and expenses (including reasonable attorney's fees), upon any claim for injuries to or death of a person or damage to any property occurring or arising out of Licensee's and its sublicensees', if any, use and operation of the Project Structures subject to this Agreement.

7. **Liens.** Licensee shall keep all Project Structures and improvements, which are subject to this Agreement, free and clear of any and all liens in any way arising out of the use by Licensee.

8. **Signage.** Licensee shall not erect, install, operate, or cause or permit to be erected, installed, or operated, in or upon any Project Structure which is subject to this Agreement, any signs or advertising of any kind without the prior approval of the Licensor's City Manager.

9. **Assignment.** The Licensee shall not assign, transfer, pledge, surrender, or otherwise encumber, or dispose of this Agreement or any rights and privileges created by, or any interest in any portion of it and shall not permit any other persons, company, corporation, or any other entity to occupy or utilize the Project structures which are subject to this Agreement without the consent of the Licensor being first obtained. Any

substantial change in ownership of the Licensee, which has not received prior written approval by the Licensor, in which, in the opinion of the Licensor, is not in the best interest of the Licensor, shall be subject to the remedies available under Section 10 of this Agreement.

10. **Termination.** If the Licensee shall fail or neglect to do or perform or observe any of the covenants contained in this Agreement on its part to be kept and performed, and if such failure or neglect shall continue for a period of thirty (30) days after Licensor has notified Licensee in writing of Licensee's default, or Licensee has not begun to correct such default within the thirty (30) day period, in the event such default may not be corrected within thirty (30) days and Licensee has failed to correct such default in the period specified in the notification, (such notification requirement shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law or any assignment of its property shall be made for the benefit of creditors), then in any of these events, Licensor at its sole discretion may terminate this Agreement. In such an event, Licensee, at its sole cost and expense, shall completely remove the Project Structures from the Park and restore the parkland to its natural state within ninety (90) days of the date of termination. If Licensor determines in its sole discretion that Licensee removed only a portion of the Project Structures, then Licensee shall be liable to the

Licensor for all costs and expenses incurred by Licensor in completing the removal of the Project Structures and the restoration of the Park grounds.

Notwithstanding anything to the contrary herein, Licensor may terminate this Agreement upon one hundred eighty (180) days prior written notice to the Licensee. Any Project Structure or portion thereof owned by Licensee remaining in the Park at the expiration of the one hundred eighty (180) days termination period shall become the property of the Licensor and Licensee shall be liable to Licensor for all costs and expenses incurred by Licensor to remove the Project Structures and restore the Park grounds as set forth in the immediately preceding paragraph.

11. **Notice.** Notice to Licensor shall be sufficient if sent by certified mail or personally served on Licensor's City Manager at 317 East Church Street, Elmira, NY 14901. Notice to Licensee shall be sufficient if sent by certified mail or personally served on New York State Electric & Gas Corporation at _____ or such other addresses as the parties may designate to each other in writing from time to time. Such notice shall be deemed effective upon mailing or service.

12. **Relationship.** It is understood and agreed that nothing contained in this Agreement is intended or shall be construed in any way to create or establish the relationship of co-partners, venturers, or landlord/tenant between the Licensor and Licensee, or as constituting the Licensee or any officer, owner, employee, or agent of

Licensee as agent, representative, or employee of the Licensor for any purpose or in any manner whatsoever.

13. **Non-Discrimination.** The Licensee, its agents, and contractors, performing under this Agreement, shall not discriminate against any person because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marriage status, or status as a victim of domestic violence.

14. **Non-Waiver.** Any waiver by Licensor of any breach of any covenant in this Agreement to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or to prevent the Licensor from declaring a default from any succeeding breach of the same condition or any other covenant or condition under this Agreement.

15. **Headings.** The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

16. **Survival.** The provisions of Sections 5 and 6 and the provision for Licensee's liability to Licensor set forth in Section 10 shall survive the expiration or termination of this Agreement.

17. **Entire Agreement.** This Agreement represents the entire agreement between the parties and may not be changed, altered, or modified without the prior written approval of each party.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth opposite their signatures.

CITY OF ELMIRA

Dated: ____/____/2023 **By:** Daniel J. Mandell, Jr./Mayor
Resolution No. 2023 - _____

**NEW YORK STATE ELECTRIC &
GAS CORPORATION**

Dated: ____/____/2023 **By:** _____

[Name]

[Title]

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

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL J. MANDELL, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

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

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

Proposed Gas Regulator Station

W CENTER ST

DAVIS ST

Approximate
Property Line
(Typical)

PULASKI PARK

311 W Center St

Gas Main
(Typical)

Regulator
Enclosure

Parking
Area

Basketball
Courts

10' Wide
License
Agreement

1102 Davis St

Relief
Stack



EXHIBIT 'A'



PULASKI PARK
ID# 89.06-3-1

NYSEG TO
ACCESS SITE
HERE

PARKING

10' NYSEG
LICENSE
AGREEMENT

4x11 FT
REGULATOR
ENCLOSURE

10' NYSEG
LICENSE
AGREEMENT

1102

1100

General Notes:

1. Refer to w.o. #6200604943 for the retirement of the existing Reg Station.
2. Construct asphalt drive to blend in with existing parking lot asphalt.
 - a. 6-8" Item #4 base
 - b. 3" Type 3 Binder
 - c. 2" Type 6f Top

STATION WO# 6200604942
NON-LPM WO# 801000518541

DRAWING STATUS		DATE:	DESIGNER:	G. DENSE			GAS DIVISION:	
00	PRELIMINARY	02/28/23	DRAWN BY:	L. LUCAS			ELMIRA, NY	
			REV	DATE	DESCRIPTION	TITLE: LICENSE AGREEMENT		
00	ISSUED FOR CONSTRUCTION	03/03/23				PULASKI PARK, CITY OF ELMIRA		
						WO #:		
	AS-BUILT	/ /	DRAWING #:				QUAD/MAP #:	
			SCALE: 1" = 30'		PAPER SIZE: A=11X8.5		24555.36	
						Date/Time Plotted: 3/3/2023		
						SHEET #		
						1/1		





Elmira City Council

Agenda Summary:	Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 16, 17, and 18 of 2023 in the amount of \$51,415.72.
Resolution Number:	2023-284
Sponsor:	Council as a Whole

ATTACHMENTS

[RESOLUTION 091123 CORRECTED.docx](#)
[16-17-18 2023 CORRECTED.docx](#)

September 11, 2023

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 Fire Department for pay periods 16, 17, and 18 of 2023.

It is respectfully recommended that the City Council authorize the payment of \$51,415.72 for pay periods 16, 17, and 18 of 2023 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION
NO. 2023-_____

By Councilmember _____

RESOLVED, that the communication from the City Manager dated September 11, 2023 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 16, 17, and 18 of 2023 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 16, 17, and 18 of 2023 in the amount of \$51,415.72 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

**ELMIRA FIRE DEPARTMENT
2023
BREAKDOWN OF OVERTIME PAY PERIODS 16, 17, and 18**

<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
SICK	504.60	26,315.32
PERSONAL	312.00	16,398.34
BEREAVEMENT	48.00	3,444.48
SCHOOL	96.00	4,651.20
*FIRE RECALL	85.55	4,290.73
**EMERGENCY RECALL	24.00	1,260.94
+FIRE WATCH	11.60	647.11
~HELD OVER	1.00	54.71
SUBTOTAL	1,082.75	57,062.83
CHEMUNG RIVER FRIENDS SPONSORSHIP FOR SWIFT WATER TRAINING		-5,000.00
BILLED TO FIRST ARENA (FIRE WATCH) -11.60		-647.11
TOTAL	1,071.15	51,415.72

* FIRE WALLACE PL

** BIG FLATS MVA
RIVER TASK FORCE

+ FIRST ARENA EVENT

~ END OF SHIFT EMS CALLS

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

Resolution Number: 2023-285

Sponsor: Nick Grasso

ATTACHMENTS

[09-11-2023 audit \(LEAD\).doc](#)

September 11, 2023

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2023-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$3,757.82** are hereby audited for payment for the LEAD Hazard Reduction Grant, September 11, 2023.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	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
LEAD training	City Chamberlain	Federal Lead Based Paint Individual Cert	\$ 480.00
LEAD Testing	Eco-Testing Services LLC	invoice # 1406	\$ 300.00
Office Equipment	SHI	quote 23793633	\$ 77.82
		TOTAL	\$ 3,757.82



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

Resolution Number: 2023-286

Sponsor: Corey Cooke

ATTACHMENTS

[09-11-2023 audit \(ADLN\).docx](#)

September 11, 2023

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- ANTI DISPLACEMENT LEARNING NETWORK
RESOLUTION NO. 2023-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$7,000**, they are hereby audited for payment for the Anti Displacement Learning Network grant, September 11 2023

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Payroll and Fringe	Payroll	Quarterly stipend not to exceed	\$7,000.00
		TOTAL	\$7,000.00

Elmira City Council

Agenda Summary: Act on Downtown Revitalization Initiative Grant Program Audit.

Resolution Number: 2023-287

Sponsor: Mayor Mandell

ATTACHMENTS

[09-11-2023 audit \(DRI\).doc](#)

September 11, 2023

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- Downtown Revitalization Initiative
RESOLUTION NO. 2023-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$554.56** they are hereby audited for payment for the Downtown Revitalization Initiative- Activate Buildings Grant, September 11, 2023.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
DRI- Admin- Purchased Services	Labella	invoice # 203388	\$ 554.56
		TOTAL	\$ 554.56



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

Resolution Number: 2023-288

Sponsor: Nan Moss

ATTACHMENTS

[09-11-2023 audit \(CDBG;HOME\).docx](#)

September 11, 2023

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2023-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$23,985.19** they are hereby audited for payment for the Community Development Block Grant, September 11, 2023.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Rehab- Payroll Admin- Payroll	Payroll	Payroll not to exceed	\$19,000.00
Office Equipment	eplus	Conference phone	\$633.98
Office Equipment	Community Development Software	invoice # 1929 Housing Developer Pro	\$600.00
Filing Fee	Chemung County Clerk	see attachment for additional information	\$101.00
Advertising	Star Gazette	EURA meeting	\$5.39
Payroll- Rehab Payroll- General	City Chamberlain	invoice # 2023-10 employee insurance	\$3,469.12
Postage	City Chamberlain	invoice # 2023-52 July	\$25.80
Office Equipment	City Chamberlain	Zoom subscription	\$149.90
		TOTAL	\$23,985.19

Elmira City Council

Agenda Summary: Act on American Rescue Plan Lost Revenue Audit.

Resolution Number: 2023-289

Sponsor: Joseph Duffy

ATTACHMENTS

[lost revenue cover sheet.pdf](#)

DATE: September 11th, 2023

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN

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

Lost Revenue	\$10,000,000.00
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GRAND TOTAL PAYMENTS:	----- \$10,000,000.00 =====
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RESOLUTION NO. 2023-

By Councilmember _____

RESOLVED, that the applications in the amount of \$10,000,000.00
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES----	-----NAYS
_____ COUNCILMEMBER COOKE	_____
_____ COUNCILMEMBER MOSS	_____
_____ COUNCILMEMBER FRANCHI	_____
_____ COUNCILMEMBER KITCHING	_____
_____ COUNCILMEMBER GRASSO	_____
_____ COUNCILMEMBER DUFFY	_____
_____ MAYOR MANDELL	_____

=====

Agenda Summary: Act on Audit.

Resolution Number: 2023-290

Sponsor: Corey Cooke

ATTACHMENTS

[Cover Sheet.pdf](#)

[Backup Part 1.pdf](#)

[Backup Part 2.pdf](#)

DATE: September 11th, 2023

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:	\$203,269.81
CAPITAL FUNDS:	\$411,219.21
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$614,489.02
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OTHER PAYMENTS:

PAYROLLS W/E Septemeber 10th, 2023	\$800,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$40,751.96
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$840,751.96
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GRAND TOTAL PAYMENTS:	\$1,455,240.98
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RESOLUTION NO. 2023-

By Councilmember _____

RESOLVED, that the bills and the payrolls in the amount of \$1,455,240.98
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES-----	-----NAYS
_____ COUNCILMEMBER COOKE	_____
_____ COUNCILMEMBER MOSS	_____
_____ COUNCILMEMBER FRANCHI	_____
_____ COUNCILMEMBER KITCHING	_____
_____ COUNCILMEMBER GRASSO	_____
_____ COUNCILMEMBER DUFFY	_____
_____ MAYOR MANDELL	_____

=====

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 09/11/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	09/11/2023	203181 Accounts Payable	ACTION TARGET		339.50
	Invoice	Date	Description		Amount
	0577937	08/29/2023	target for firearms training		339.50
Check	09/11/2023	203182 Accounts Payable	AIRGAS EAST		132.24
	Invoice	Date	Description		Amount
	550863188	08/29/2023	AIRGAS Medical Oxygen BPO		132.24
Check	09/11/2023	203183 Accounts Payable	AMAZON CAPITAL SERVICES INC		340.40
	Invoice	Date	Description		Amount
	1YTN-L1VD-DJWW	08/29/2023	misc supplies		26.95
	1LKQ-K4M6-QY7K	08/29/2023	misc supplies		37.65
	1NMG-F6WK-NTTC	08/29/2023	Smart Switch		275.80
Check	09/11/2023	203184 Accounts Payable	AMS PHYSICIAN BILLING		596.00
	Invoice	Date	Description		Amount
	AUGUST 1, 2023	08/29/2023	PRE-EMPLOYMENT PHYSICALS		596.00
Check	09/11/2023	203185 Accounts Payable	Auto Zone		134.97
	Invoice	Date	Description		Amount
	2950770231	08/10/2023	PARTS/HARDWARE RES#22-241		134.97
Check	09/11/2023	203186 Accounts Payable	BER-NATIONAL AUTOMATION INC		3,185.00
	Invoice	Date	Description		Amount
	721	07/18/2023	PAY IN LANE MACHINE REPAIRS - REPLACES PO 2023-456		3,185.00
Check	09/11/2023	203187 Accounts Payable	BLACKBURN MANUFACTURING COMPANY		1,937.76
	Invoice	Date	Description		Amount
	0715174-IN	08/22/2023	MARKING PAINT		1,937.76
Check	09/11/2023	203188 Accounts Payable	CHAMPION FASTENERS		579.82
	Invoice	Date	Description		Amount
	88844+	08/11/2023	BLANKET FOR NUTS, BOLTS, HARDWARE		159.77
	88712	08/08/2023	BUILDING SUPPLIES		21.77
	88675, 89211	08/07/2023	PARTS/HARDWARE RFB#2143		398.28
Check	09/11/2023	203189 Accounts Payable	CHAPEL LUMBER COMPANY		253.58
	Invoice	Date	Description		Amount
	2308-100042+	08/17/2023	BUILDING MATERIALS		253.58
Check	09/11/2023	203190 Accounts Payable	CHEMUNG COUNTY SEWER DISTRICT		8,747.75
	Invoice	Date	Description		Amount
	2023 SEWER	08/29/2023	SEE ATTACHED LIST OF BILLS		8,747.75
Check	09/11/2023	203191 Accounts Payable	CHEMUNG COUNTY TRANSFER		30,495.72
	Invoice	Date	Description		Amount
	137453+	08/07/2023	GARBAGE COLLECTION FEES- ELM HEIGHTS		1,678.90
	137451+	08/01/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		16,239.75
	137469+	08/04/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		613.36
	137566 TI 37	08/21/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		9,726.50
	137575 TI 189	08/21/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		271.85

		137558 TI 39	08/21/2023	GARBAGE COLLECTION FEES- ELM HEIGHTS	873.19
		137557	08/29/2023	CUST#TI-00038 1	449.19
		137501	08/29/2023	CUST#TI-00038 1	642.98
Check	09/11/2023	203192 Accounts Payable		CHEMUNG SUPPLY CORPORATION	382.50
		Invoice	Date	Description	Amount
		x001+	08/22/2023	BLANKET PURCHASE FOR DRAINAGE PIPE SUPPLIES	382.50
Check	09/11/2023	203193 Accounts Payable		City Line Collision	2,839.21
		Invoice	Date	Description	Amount
		2056, 2086	08/29/2023	2021 DODGE CHARGER REPAIR	2,839.21
Check	09/11/2023	203194 Accounts Payable		COOK BROTHERS	431.61
		Invoice	Date	Description	Amount
		1925896	08/07/2023	PARTS/EQUIPMENT MTGC	344.73
		1928176	08/09/2023	PARTS/HARDWARE	86.88
Check	09/11/2023	203195 Accounts Payable		CSEA EMPLOYEE BENEFIT FUND	7,788.80
		Invoice	Date	Description	Amount
		9/1/23-9/30/23	08/29/2023	SEPTEMBER INVOICE - VISION GROUP 375	7,788.80
Check	09/11/2023	203196 Accounts Payable		CULLIGAN	166.50
		Invoice	Date	Description	Amount
		8/1 - 8/31/23	08/29/2023	ACCT#272-00120519-9	111.50
		272X31740402	08/29/2023	ACCT#272-00120527-2	55.00
Check	09/11/2023	203197 Accounts Payable		CURA	113.05
		Invoice	Date	Description	Amount
		H014402071	08/29/2023	PRISONER MEALS	113.05
Check	09/11/2023	203198 Accounts Payable		DAVE'S TOWING	625.00
		Invoice	Date	Description	Amount
		7/31/23 STMT	08/29/2023	TOWING 7/6/23 TO 7/31/23	625.00
Check	09/11/2023	203199 Accounts Payable		DENIERIO'S AUTO DETAILING	45.00
		Invoice	Date	Description	Amount
		529628	08/29/2023	BIOHAZARD CLEAN-UP	45.00
Check	09/11/2023	203200 Accounts Payable		ELMIRA COCA-COLA BOTTLING CORP.	880.94
		Invoice	Date	Description	Amount
		36994270012	08/09/2023	SODA, WATER, CUPS, ETC	880.94
Check	09/11/2023	203201 Accounts Payable		ELMIRA DOWNTOWN DEVELOPMENT	67,052.30
		Invoice	Date	Description	Amount
		SPRING 2023	08/29/2023	BUSINESS IMPROVEMENT DISTRICT	67,052.30
Check	09/11/2023	203202 Accounts Payable		FIRST UNUM LIFE	1,051.76
		Invoice	Date	Description	Amount
		SEPTEMBER 2023	08/29/2023	POLICY#0461461-001	712.58
		SEPTEMBER 2023.	08/29/2023	POLICY#0461381-001	339.18
Check	09/11/2023	203203 Accounts Payable		GARY'S BODY SHOP	455.00
		Invoice	Date	Description	Amount
		4/4/23 - 6/4/23	08/29/2023	TOWING	455.00
Check	09/11/2023	203204 Accounts Payable		GRASS LANDS EQUIPMENT CO.	75.13
		Invoice	Date	Description	Amount
		1345127	08/01/2023	PARTS/HARDWARE MTGC	75.13
Check	09/11/2023	203205 Accounts Payable		HAMILTON MEATS, INC.	588.80
		Invoice	Date	Description	Amount
		45155	08/09/2023	MEAT, FOOD, PAPER SUPPLIES	163.00
		45131+	08/15/2023	MEAT, FOOD, PAPER SUPPLIES	425.80
Check	09/11/2023	203206 Accounts Payable		HEP SALES	58.31
		Invoice	Date	Description	Amount

	04-081623-0004	08/16/2023	MISC SUPPLIES/PARTS	58.31
Check	09/11/2023	203207 Accounts Payable	HESSELSO'S	409.36
	Invoice	Date	Description	Amount
	H080923-FELKO	08/09/2023	CSEA BOOT ALLOWANCE-SOLID WASTE	409.36
Check	09/11/2023	203208 Accounts Payable	HIGHWAY TECH SIGNAL EQUIPMENT SALES INC	1,080.00
	Invoice	Date	Description	Amount
	NL 060	08/18/2023	PROCESSOR CARD	1,080.00
Check	09/11/2023	203209 Accounts Payable	HORSEHEADS DO-IT CENTER	39.46
	Invoice	Date	Description	Amount
	379872	08/23/2023	MISC PARTS/HARDWARE/INCIDENTALS	39.46
Check	09/11/2023	203210 Accounts Payable	Image First Uniform Rental Service, LLC	45.00
	Invoice	Date	Description	Amount
	370398	08/08/2023	BAR RAGS, MOPS, MATS	45.00
Check	09/11/2023	203211 Accounts Payable	JAMES J TURCSI, JR.	2,412.20
	Invoice	Date	Description	Amount
	W/E 9/17/23	08/29/2023	PER CONTRACT	2,412.20
Check	09/11/2023	203212 Accounts Payable	JH DESIGN	329.00
	Invoice	Date	Description	Amount
	12157	08/29/2023	2021 DODGE CHARGER PASSENGER SIDE REPAIR	329.00
Check	09/11/2023	203213 Accounts Payable	JOHN'S EQUIPMENT RENTAL	3,649.92
	Invoice	Date	Description	Amount
	65752, 65751	08/15/2023	EQUIPMENT PURCHASE	3,649.92
Check	09/11/2023	203214 Accounts Payable	KECK'S FOOD SERVICE	987.69
	Invoice	Date	Description	Amount
	88003	08/09/2023	rFOOD, FOOD SUPPLIES, CONDIMENTS	359.78
	88633	08/14/2023	rFOOD, FOOD SUPPLIES, CONDIMENTS	627.91
Check	09/11/2023	203215 Accounts Payable	KELLEY BROTHERS	1,043.65
	Invoice	Date	Description	Amount
	7-2334561+	08/10/2023	BUILDING MATERIALS	1,043.65
Check	09/11/2023	203216 Accounts Payable	Kimball Midwest	620.23
	Invoice	Date	Description	Amount
	101378002	08/24/2023	SHOP EQUIP/TOOLS/SUPPLIES	620.23
Check	09/11/2023	203217 Accounts Payable	LAWMEN SUPPLY COMPANY	2,385.00
	Invoice	Date	Description	Amount
	INV23-40027	08/29/2023	blank rounds	2,385.00
Check	09/11/2023	203218 Accounts Payable	LAZ PARKING MGMT.LTD	6,513.31
	Invoice	Date	Description	Amount
	INV0096652	08/29/2023	CUST #59001162	6,513.31
Check	09/11/2023	203219 Accounts Payable	LINDE GAS & EQUIPMENT INC	174.26
	Invoice	Date	Description	Amount
	37618649	08/11/2023	BLANKET FOR WELDING SUPPLIES	38.55
	37778963	08/21/2023	WELDING SUPPLIES	135.71
Check	09/11/2023	203220 Accounts Payable	LINDSEY LAWN & GARDEN, INC.	81.97
	Invoice	Date	Description	Amount
	994297, 995913	08/16/2023	JOHN DEERE PARTS	81.97
Check	09/11/2023	203221 Accounts Payable	LORI WATERS	248.90
	Invoice	Date	Description	Amount
	EXPENSE REPORT.	08/29/2023	MEETING - 8/22/23	248.90
Check	09/11/2023	203222 Accounts Payable	LOWE'S COMPANIES, INC.	125.36
	Invoice	Date	Description	Amount

	8/23/23-	08/23/2023	BLANKET FOR BUILDING MATERIALS	125.36
Check	09/11/2023	203223 Accounts Payable	MAGLOCLEN	400.00
	Invoice	Date	Description	Amount
	JJ23-24	08/29/2023	MEMBERSHIP RENEWAL	400.00
Check	09/11/2023	203224 Accounts Payable	MCCARTHY TIRE SERVICE	493.10
	Invoice	Date	Description	Amount
	61626	08/11/2023	OUTSIDE REPAIRS/SERVICE	295.25
	35-61822, 61926	08/17/2023	TIRES RFB#2380 RES#22-255	197.85
Check	09/11/2023	203225 Accounts Payable	MEDICAL WAREHOUSE	704.82
	Invoice	Date	Description	Amount
	102402	08/29/2023	MEDICAL WAREHOUSE Medical Supplies BPO	704.82
Check	09/11/2023	203226 Accounts Payable	MOTOROLA SOLUTIONS	3,227.50
	Invoice	Date	Description	Amount
	8281 1690258	08/29/2023	MOTOROLA 602 Radio	3,227.50
Check	09/11/2023	203227 Accounts Payable	MTE	3,295.78
	Invoice	Date	Description	Amount
	371368 +	07/26/2023	MOWER BLADES/PARTS	1,146.56
	01-371401	07/27/2023	WINDSHIELD FOR MOWER 723	2,149.22
Check	09/11/2023	203228 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	137.88
	Invoice	Date	Description	Amount
	IN1924278	08/29/2023	MES Uniform Needs BPO	137.88
Check	09/11/2023	203229 Accounts Payable	NU-WAY ELMIRA	119.67
	Invoice	Date	Description	Amount
	1174OG0141	08/23/2023	BLANKET FOR SUPPLIES AND EQUIPMENT PARTS	70.49
	1174OG0204 +	08/24/2023	PARTS/EQUIPMENT	49.18
Check	09/11/2023	203230 Accounts Payable	NYS ACADEMY OF FIRE SCIENCE	230.00
	Invoice	Date	Description	Amount
	V0035701	08/29/2023	NYS FIRE ACADEMY BPO	230.00
Check	09/11/2023	203231 Accounts Payable	NYS UNEMPLOYMENT INSURANCE	16.76
	Invoice	Date	Description	Amount
	8-16-23	08/29/2023	EMPLOYER REGISTRATION #04-60071 5	16.76
Check	09/11/2023	203232 Accounts Payable	OVERHEAD DOOR CO. OF ELMIRA	175.00
	Invoice	Date	Description	Amount
	EL0823-0135	08/18/2023	DOOR REPAIR	175.00
Check	09/11/2023	203233 Accounts Payable	PARKWAY PAINTS AND FLOORING	86.39
	Invoice	Date	Description	Amount
	0060801	08/29/2023	SAFETY PAINT	86.39
Check	09/11/2023	203234 Accounts Payable	PARMENTER MOTORS, INC.	225.00
	Invoice	Date	Description	Amount
	7/21/23	08/29/2023	TOWING 7/6/23 TO 7/17/23	225.00
Check	09/11/2023	203235 Accounts Payable	PEOPLEREADY INC	2,907.81
	Invoice	Date	Description	Amount
	28267422+	08/15/2023	TEMP SERVICES	2,907.81
Check	09/11/2023	203236 Accounts Payable	POSTLER & JAECKLE	1,462.13
	Invoice	Date	Description	Amount
	2523323, 2524972	08/15/2023	BUILDING SUPPLIES	1,462.13
Check	09/11/2023	203237 Accounts Payable	REGIONAL INTERNATIONAL	702.17
	Invoice	Date	Description	Amount
	011215825P	08/28/2023	HEAVY DUTY PARTS	702.17
Check	09/11/2023	203238 Accounts Payable	RENTALS TO GO LLC	50.00

	Invoice	Date	Description	Amount
	63912	08/07/2023	pPORTABLE TOILETS FOR PARKS	50.00
Check	09/11/2023	203239 Accounts Payable	RINWALSKE GARAGE	1,900.00
	Invoice	Date	Description	Amount
	2810 & 2830	08/29/2023	TOWING	1,900.00
Check	09/11/2023	203240 Accounts Payable	SAFE	2,822.00
	Invoice	Date	Description	Amount
	SEPTEMBER 2023	08/29/2023	WORKERS COMP LIABILITY	2,822.00
Check	09/11/2023	203241 Accounts Payable	SAM'S CLUB DIRECT	172.94
	Invoice	Date	Description	Amount
	9093	08/29/2023	BABY WIPES/BOTTLED WATER	172.94
Check	09/11/2023	203242 Accounts Payable	SAM'S CLUB DIRECT	881.27
	Invoice	Date	Description	Amount
	8/7/23-	08/07/2023	SNACKS, SUPPLIES, FOOD	466.18
	8/24/23-	08/24/2023	SNACKS, SUPPLIES, FOOD	415.09
Check	09/11/2023	203243 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	190.36
	Invoice	Date	Description	Amount
	85902+	08/18/2023	BLANKET FOR MISC HARDWARE	61.42
	85859	08/21/2023	MISC. PARTS/HARDWARE	27.00
	85544 & 85723	08/29/2023	CUST#16436	36.98
	85690	08/23/2023	BUILDING SUPPLIES	64.96
Check	09/11/2023	203244 Accounts Payable	STAPLES BUSINESS ADVANTAGE	922.14
	Invoice	Date	Description	Amount
	3544696572	08/29/2023	ORDER#3544696572	81.71
	8071033116	08/29/2023	Office Supplies	537.98
	8071012946	08/29/2023	Office Supplies	302.45
Check	09/11/2023	203245 Accounts Payable	STEWART P. WILSON	24,161.74
	Invoice	Date	Description	Amount
	465107	08/01/2023	FUEL-BLANKET PO RFB# 2402 RES#22-187	20,140.94
	465477	08/04/2023	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC	4,020.80
Check	09/11/2023	203246 Accounts Payable	TIME WARNER CABLE	105.77
	Invoice	Date	Description	Amount
	0228173081623	08/29/2023	ACCT#8358101260228173	105.77
Check	09/11/2023	203247 Accounts Payable	TIME WARNER CABLE	103.90
	Invoice	Date	Description	Amount
	70845081023	08/10/2023	YEARLY INTERNET AT MTGC ACCT 855263901-001	103.90
Check	09/11/2023	203248 Accounts Payable	TOLLS BY MAIL PAYMENT PROCESSING CENTER	18.32
	Invoice	Date	Description	Amount
	8/1/23	08/29/2023	TOLL BILL #17938601594	8.38
	07/14/23	08/29/2023	TOLL BILL #17927738001	9.94
Check	09/11/2023	203249 Accounts Payable	TWIN TIER PAINT WALLCOVERING	3,156.00
	Invoice	Date	Description	Amount
	63476	08/11/2023	BLANKET PURCHASE FOR PAINT AND STAIN	46.93
	62132	06/07/2023	WHITE PAINT FOR OPT OUT CIRCLES	71.92
	63750+	08/23/2023	BUILDING SUPPLIES	949.22
	63428+	08/09/2023	PAINT FOR PARKING GARAGE	2,087.93
Check	09/11/2023	203250 Accounts Payable	TWIN TIERS AUTO WASH, LLC	793.00
	Invoice	Date	Description	Amount
	1031 & 1027	08/29/2023	PATROL VEHICLE WASHES	793.00
Check	09/11/2023	203251 Accounts Payable	UniFirst Corporation	81.25
	Invoice	Date	Description	Amount
	051-3539780	08/17/2023	LAUNDRY SERVICE	81.25

Check	09/11/2023	203252	Accounts Payable	VAL-U TOWING	90.00
	Invoice		Date	Description	Amount
	23EP23284		08/29/2023	TOWING 7/27/23	90.00
Check	09/11/2023	203253	Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	119.75
	Invoice		Date	Description	Amount
	AUG(607-734-2329		08/29/2023	ACCT #652-110-359-0001-38	119.75
Check	09/11/2023	203254	Accounts Payable	W. W. GRAINGER	819.68
	Invoice		Date	Description	Amount
	9795707695+		08/07/2023	SAFETY EQUIPMENT	819.68
Check	09/11/2023	203255	Accounts Payable	WARD APPARATUS LLC	1,515.47
	Invoice		Date	Description	Amount
	3590		08/29/2023	WARD 633 Damage Repair	1,515.47
Check	09/11/2023	203256	Accounts Payable	XEROX CORPORATION	203.66
	Invoice		Date	Description	Amount
	019466461		08/29/2023	CUST#726246168	24.11
	019466459		08/29/2023	CUST#721817914	17.97
	019466460		08/29/2023	CUST#722774775	16.64
	019466454		08/29/2023	CUST#718272685	47.06
	019466455		08/29/2023	CUST#719281396	21.24
	019526663		08/29/2023	CUST#726368178	76.64
Check	09/11/2023	203257	Accounts Payable	NYSBOC CENTRAL CHAPTER	250.00
	Invoice		Date	Description	Amount
	NY0007956-2023		08/29/2023	FIRE MARSHALS CONFERENCE	250.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 77	\$201,983.22
Checks:	77			\$201,983.22	

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 09/11/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	09/11/2023	203258 Accounts Payable	KRISTEN THORNE		186.59
	Invoice	Date	Description		Amount
	PETTY CASH	08/31/2023	PETTY CASH		186.59
Check	09/11/2023	203259 Accounts Payable	BRENDA FREY		1,100.00
	Invoice	Date	Description		Amount
	FENCING	08/31/2023	ABATEMENT CORRECTION		1,100.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$1,286.59
Checks:	2		\$1,286.59		

City of Elmira *LIVE*
Payment Batch Register
Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 09/11/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	09/11/2023	104766 Accounts Payable	CHAMPION FASTENERS		237.30
	Invoice	Date	Description		Amount
	88593	08/02/2023	Misc Parts/hardware ROLLOVER		237.30
Check	09/11/2023	104767 Accounts Payable	CORE		698.00
	Invoice	Date	Description		Amount
	K46046	08/11/2023	MISC DRAINAGE SUPPLIES		698.00
Check	09/11/2023	104768 Accounts Payable	DALRYMPLE GRAVEL COMPANY		209,473.84
	Invoice	Date	Description		Amount
	19622, 19838 +	07/23/2023	HOT MIX ASPHALT RFB# 2481 ROLLOVER FUNDS		3,697.20
	100523-07	08/28/2023	2023 OVERLAY STREETS		30,582.79
	100523-08	08/28/2023	PAVING ROE AVE		53,776.32
	100523-09	08/28/2023	PAVING LAKE ST		121,417.53
Check	09/11/2023	104769 Accounts Payable	EASTERN METAL		10,184.50
	Invoice	Date	Description		Amount
	83037	08/15/2023	CONES AND BARRICADES		10,184.50
Check	09/11/2023	104770 Accounts Payable	ERDMAN ANTHONY		14,347.48
	Invoice	Date	Description		Amount
	6755.13 EST. 8	08/04/2023	E. Water St Rejuvenation 6755.13		14,347.48
Check	09/11/2023	104771 Accounts Payable	HEWLETT-PACKARD COMPANY		2,100.00
	Invoice	Date	Description		Amount
	9017618934	08/29/2023	Capital- PC replacements 2023		2,100.00
Check	09/11/2023	104772 Accounts Payable	I. D. BOOTH, INC.		515.97
	Invoice	Date	Description		Amount
	S1537682.001	08/02/2023	MISC DRAINAGE SUPPLIES		515.97
Check	09/11/2023	104773 Accounts Payable	J.F. & J.P. WENZEL		152,939.78
	Invoice	Date	Description		Amount
	105449	08/09/2023	REPLACE STORM PIPE AT MADISON & CHURCH, ADD MANHOLE/CATCH BASIN		52,170.58
	105472, 105475	08/17/2023	2023 ADA RAMPS RFB #2400		100,769.20
Check	09/11/2023	104774 Accounts Payable	Tracer Drone Technologies, LLC		9,956.00
	Invoice	Date	Description		Amount
	QB1038	08/29/2023	AUTEL EVO		9,956.00
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 9		\$400,452.87
Checks:	9		\$400,452.87		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 09/11/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	09/11/2023	104775 Accounts Payable	WARD APPARATUS LLC		10,766.34
	Invoice	Date	Description		Amount
	2863	08/31/2023	WARD 602 lights installation		10,007.77
	2863 pt 2	08/31/2023	remainder of balance over old PO		758.57
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 1		\$10,766.34
Checks:		1	\$10,766.34		

HAND CHECKS DETAILS

\$40,751.96

CAPITAL HAND CHECKS DETAIL

\$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 08/22/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	08/22/2023	203178 Accounts Payable	NYSEG		20,291.64
	Invoice	Date	Description		Amount
	august 15th	08/22/2023	1901-0154-003		20,291.64
Check	08/22/2023	203179 Accounts Payable	WILLIAM PENN LIFE INSURANCE		400.76
	Invoice	Date	Description		Amount
	0000660506.	08/22/2023	policy 0000660506		400.76
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$20,692.40
Checks:	2	\$20,692.40			

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 08/21/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	08/21/2023	203177 Accounts Payable	NYSEG		3,795.46
	Invoice	Date	Description		Amount
	1901-0000-214	08/21/2023	8/15/2023		3,795.46
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$3,795.46
Checks:	1		\$3,795.46		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 08/21/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	08/21/2023	203174 Accounts Payable	BALKAN BEVERAGE LLC		44.70
	Invoice	Date	Description		Amount
	2443433	08/21/2023	ALCOHOL/MIXERS FOR SNACK SHOP		44.70
Check	08/21/2023	203175 Accounts Payable	CHASE CARD SERVICES		5,189.46
	Invoice	Date	Description		Amount
	7/7-8/6	08/21/2023	4246315238977290		5,189.46
Check	08/21/2023	203176 Accounts Payable	TCF EQUIPMENT FINANCE		7,959.59
	Invoice	Date	Description		Amount
	8460077	08/21/2023	GOLF CAR RENTALS CUST 704987		7,959.59
GENERAL FUND GENERAL FUND Totals:			Transactions: 3		\$13,193.75
Checks:	3		\$13,193.75		

ACH PAYMENTS

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 08/19/2023 - 08/31/2023

8/22/2023 GHI DENTAL	\$	1,671.36
	\$	1,671.36

MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 08/19/2023 - 08/31/2023

8/18/2023 SARATOGA EAGLE	\$	832.60
8/21/2023 AL GEORGE	\$	297.09
8/22/2023 SARATOGA EAGLE	\$	269.30
	\$	1,398.99

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2023-291

Sponsor: Nick Grasso

ATTACHMENTS

[Adjournment Sept 11.docx](#)

September 11, 2023

RESOLUTION

NO. 2023 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, September 25, 2023, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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