

APPROVAL OF MINUTES

2023-292
Tory Kitching **Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, September 11, 2023.**

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

RESOLUTIONS

2023-293
Joseph Duffy **Resolution authorizing the Mayor to execute Community Development Block Grant and HOME Subrecipient Agreements for Fiscal Year 2023-2024.**

2023-294
Mayor Mandell **Receive communication from the City Manager and act on resolution approving the purchase of a 2023 Dodge Charger for use by the Police Department utilizing the State Office of General Services Program titled "Vehicle Marketplace" in order to meet all bidding requirements by General Municipal Law 103 and authorizing the Mayor to execute all documents necessary to effect the purchase.**

2023-295
Council as a Whole **Receive communication from the City Manager and act on resolution accepting the donation of \$50.00 from Susan Peer Scheu and Winifred T. Peer in memory of James Edgar Brown to the City's Fire Department and expressing its sincere gratitude for this donation.**

2023-296
Council as a Whole **Act on resolution authorizing the Fire Chief to accept gifts/donations of money or tangible property, which gifts/donations are to be used for Fire Department operational purposes and expressing the City's generosity and thoughtfulness to each donor in furthering the operation of the City Fire Department.**

2023-297
Nan Moss **Receive communication from the City Manager and act on resolution approving the establishment of a Community**

Development General Fund to be used for the sole purpose of Community Development (CD) paying advance ("upfront") contractors who have completed projects previously approved by CD and thereafter CD shall promptly apply to the United States Housing and Urban Development Corporation for reimbursement of the funds paid to contractors and authorizing the City Chamberlain to establish a Community Development General Fund in an initial amount not to exceed \$100,000.00.

2023-298
Joseph Duffy

Receive communication from the City Manager and act on resolution declaring abandoned and impounded vehicles located at the Department of Public Works as City surplus property and authorizing the sale of the vehicles set forth on the attached list by either on-line auction by Auctions International or sale to Pick-A-Part in Horseheads, NY.

AGREEMENTS

2023-299
Mayor Mandell

Receive communication from the City Manager and act on resolution approving a commission agreement between the City and Artist Derek L. Chalfant to create a sculpture 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, a copy of which is attached hereto and made a part hereof; said agreement subject to Corporation Counsel approval.

2023-300
Nan Moss

Receive communication from the City Manager and act on resolution authorizing the Mayor to enter into a 3-year intermunicipal agreement between the City and Town of Horseheads (Town) whereby the City's Animal Control Department will provide animal control services to the Town at an annual cost of \$60,996.00 commencing October 1, 2023 to September 30, 2024, with three percent (3%) increases for the second year at an annual cost of \$62,825.88 (October 1, 2024 to September 30, 2025) and for the third year at an annual cost of \$64,710.66 (October 1, 2025 to September 30, 2026); said agreement attached hereto and made part hereof and is subject to Corporation Counsel approval

2023-301
Mayor Mandell

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an "arrangement letter" with the City's accountants, Insero & Co, for a project specific audit for any State/Federal Aid NYS Department of Transportation projects exceeding \$300,000.00, a copy of the arrangement letter is attached hereto and made a part hereof; said letter subject to Corporation Counsel approval.

AUDITS

2023-302
Corey Cooke

Act on Downtown Revitalization Initiative Grant Program Audit.

2023-303
Joseph Duffy

Act on Anti-Displacement Learning Network Program Audit.

2023-304
Mayor Mandell

Act on Lead Hazard Reduction Grant Program Audit.

2023-305
Nan Moss

Act on Community Development Block Grant Program Audit.

2023-306
Corey Cooke

Act on Audit.

SECOND PUBLIC COMMENT PORTION

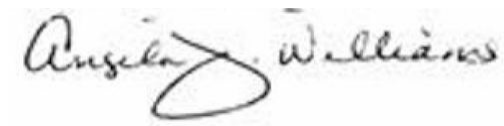
CITY MANAGER REPORT

ADJOURN

2023-307
Nick Grasso

Act on resolution to adjourn.

Respectfully Submitted,



Angela J. Williams
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, September 11, 2023.
Resolution Number:	2023-292
Sponsor:	Tory Kitching

ATTACHMENTS

[Beginning Sept 25.docx](#)

September 25, 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 25th 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 September 11, 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:	Resolution authorizing the Mayor to execute Community Development Block Grant and HOME Subrecipient Agreements for Fiscal Year 2023-2024.
Resolution Number:	2023-293
Sponsor:	Joseph Duffy

ATTACHMENTS

[Resolution for Mayor to enter in sub-grantee cont. FY 2023-2024.doc](#)

September 25, 2023

RESOLUTION NO. 2023- _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME
SUBRECIPIENT AGREEMENTS FOR FISCAL YEAR 2023-2024

By Councilmember _____:

WHEREAS, the City Council of the City of Elmira, New York, by Resolution # 2023-148, dated May 8, 2023 authorized the submission of the City's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Annual Action Plan to the U.S. Department of Housing & Urban Development (HUD); and

WHEREAS, said application included the allocation of a portion of funds received by the City from HUD to certain subrecipients to carry out eligible activities, subject to approval of the Annual Action Plan by HUD; and

WHEREAS, the City was notified that HUD approved the Annual Action Plan subject to compliance with the Environmental Review Procedures set forth in 24 CFR Part 58; and

WHEREAS, the City of Elmira has completed a Programmatic Environmental Review for the 2022-2023 projects and activities set forth in the plan and has determined that the proposed projects and activities will not have an adverse impact on the environment and no further review is needed at this time; and

WHEREAS, in order to implement and undertake the programs and activities contained in the application to HUD, it is necessary for the City to enter into Subrecipient Agreements with the following organizations in the amounts specified below:

Catholic Charities of Chemung/Schuyler Counties, Inc. (Housing Counseling- CDBG)	\$ 25,000
Catholic Charities of Chemung/Schuyler Counties, Inc. (Shelter Services-CDBG)	\$ 30,000
Meals on Wheels (CDBG)	\$ 25,000
Economic Opportunity Program (Ernie Davis Community Center- CDBG)	\$ 30,000
Elmira Downtown Development, Inc. Façade/Green Streets (CDBG)	\$ 20,000
Southern Tier Economic Growth Loan Program (CDBG)	\$ 50,000
Southside Community Center (CDBG)	\$ 30,000
CASA of the Southern Tier (CDBG)	\$ 18,000

NOW, THEREFORE, be it

RESOLVED, that the Mayor is hereby authorized and directed to execute Subrecipient Agreements with the above referenced organizations in amounts not to exceed those specified and that said agreements are 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	

Elmira City Council

Agenda Summary:

Receive communication from the City Manager and act on resolution approving the purchase of a 2023 Dodge Charger for use by the Police Department utilizing the State Office of General Services Program titled "Vehicle Marketplace" in order to meet all bidding requirements by General Municipal Law 103 and authorizing the Mayor to execute all documents necessary to effect the purchase.

Resolution Number:

2023-294

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution purchase of 2023 dodge charger vehicle marketplace mini bid 9.25.2023.doc](#)

September 25, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Police vehicle 2K206 was totaled in an accident earlier this year. For 2023, the original Capital Budget provided for the lease of four (4) police vehicles through Enterprise Fleet Management, Inc./Enterprise FM Trust. That company was only able to offer three (3) police vehicles. To accomplish the initial plan of acquiring four (4) new police vehicles in 2023 and to insure compliance with Section 103 of the General Municipal Law regarding bidding requirements, it is proposed that the City participate in a program title “Vehicle Marketplace” which is a program offered through the State Office of General Services. The State refers to this program as a “mini bid”. The City, through the Purchasing Department, has submitted a request for a bid through the Vehicle Marketplace Program.

To pay for the new vehicle, it is proposed to use additional interest, which has accrued in the Capital Budget and which interest exceeds the amount of interest initially budgeted for in the 2023 Capital Budget.

Respectfully yours,

P. Michael Collins
City Manager

September 25, 2023

RESOLUTION
NO. 2023 - ____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's purchase of a new 2023 Dodge Charger for use by the Police Department, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the purchase of a 2023 Dodge Charger for use by the Police Department; and be it further

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

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effect the purchase of the new vehicle.

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 the City Manager and act on resolution accepting the donation of \$50.00 from Susan Peer Scheu and Winifred T. Peer in memory of James Edgar Brown to the City's Fire Department and expressing its sincere gratitude for this donation.

Resolution Number: 2023-295

Sponsor: Council as a Whole

ATTACHMENTS

[resolution donation by scheu and peer to EFD 9.25.2023.doc](#)

September 25, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Susan Peer Sheu and Winifred T. Peer have donated \$50 to the Elmira Fire Department in recognition and appreciation of the various services rendered by the City Fire Department in memory of James Edgar Brown. The following resolution authorizes acceptance of this donation and expresses the City's appreciation.

Respectfully yours,

P. Michael Collins
City Manager

September 25, 2023

RESOLUTION
NO. 2023 - ____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding a donation of \$50 from Susan Peer Scheu and Winifred T. Peer, 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 Susan Peer Scheu's and Winifred T. Peer's donation of \$50 in memory of James Edgar Brown to the City of Elmira Fire Department; and be it further

RESOLVED, that the City Council expresses its sincere gratitude to Susan Peer Scheu and Winifred T. Peer for this donation.

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 authorizing the Fire Chief to accept gifts/donations of money or tangible property, which gifts/donations are to be used for Fire Department operational purposes and expressing the City's generosity and thoughtfulness to each donor in furthering the operation of the City Fire Department.

Resolution Number: 2023-296

Sponsor: Council as a Whole

ATTACHMENTS

[resolution accepting gifts-donation city fire dept 9.25.2023.docx](#)

September 25, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

WHEREAS, the Elmira City Fire Department periodically receives gifts/donations in the form of tangible property and money from private donors which gifts are to be used for Fire Department operations; and

WHEREAS, to facilitate the receipt of gifts/donations, the City Council desires to authorize the Fire Chief to accept gifts/donations;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize the Fire Chief to accept gifts/donations of money or tangible property, which gifts/donations are to be used for Fire Department operational purposes; and be it further

RESOLVED, that the City Council expresses its sincere appreciation to each donor for his/her/its generosity and thoughtfulness in furthering the operation of the City Fire Department.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Agenda Summary:

Receive communication from the City Manager and act on resolution approving the establishment of a Community Development General Fund to be used for the sole purpose of Community Development (CD) paying advance ("upfront") contractors who have completed projects previously approved by CD and thereafter CD shall promptly apply to the United States Housing and Urban Development Corporation for reimbursement of the funds paid to contractors and authorizing the City Chamberlain to establish a Community Development General Fund in an initial amount not to exceed \$100,000.00.

Resolution Number:

2023-297

Sponsor:

Nan Moss

ATTACHMENTS

[resolution establish community development general fund 9.25.2023.docx](#)

September 25, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The United States Housing and Urban Development Corporation (HUD) has a rule which requires the City Community Development Department (CD) to pay contractors awarded Community Development projects and, after making the payment to the contractor, to then seek reimbursement from HUD. The Community Development Department does not have sufficient funds on hand to be able to “upfront” payments to contractors and then, only after payment has been made, seek reimbursement from HUD.

To facilitate Community Development’s ability to pay contractors for completed projects, City staff is recommending that the City establish a “Community Development General Fund” in the maximum amount of \$100,000.00 to be used by Community Development to make “upfront” payments to contractors completing CD-approved projects. After making payments to contractors, CD will apply to HUD for reimbursement in the amount of the upfront payments, which reimbursement monies will then be deposited into the “Community Development General Fund”.

The following resolution authorizes the establishment of the General Fund for Community Development in the amount of \$100,000.00. All monies in this General Fund will be owned by the City of Elmira.

Respectfully yours,

P. Michael Collins
City Manager

September 25, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the establishment of a “Community Development General Fund”, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the establishment of a fund to be titled “Community Development General Fund” in the initial amount not to exceed \$100,000.00, which Fund is to be used solely for the purpose of the Community Development paying in advance (“upfront”) contractors who have completed projects previously approved by the Community Development Department; and be it further

RESOLVED, that after making payments to contractors, the Community Development Department shall promptly apply to the United States Housing and Urban Development Corporation for reimbursement of the funds paid to contractors; and be it further

RESOLVED, that all funds in the Community Development General Fund shall be owned by the City of Elmira; and be it further

RESOLVED, that the City Chamberlain is authorized to establish a Community Development General Fund in an initial amount not to exceed \$100,000.00.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Agenda Summary:

Receive communication from the City Manager and act on resolution declaring abandoned and impounded vehicles located at the Department of Public Works as City surplus property and authorizing the sale of the vehicles set forth on the attached list by either on-line auction by Auctions International or sale to Pick-A-Part in Horseheads, NY.

Resolution Number:

2023-298

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution surplus vehicles on-line auction sale 9.25.2023.doc](#)

[Auction Cars list 9.25.2023.docx](#)

September 25, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City's Department of Public Works' impound lot on Linden Place contains impounded and abandoned vehicles. The Police Department is recommending the disposal of these vehicles.

The following resolution declares these vehicles as City surplus property and authorizes the sale of the vehicles outlined on the attached list by way of either an on-line auction by Auctions International, Inc. or sale of the vehicles to Pick-A-Part in Horseheads.

Respectfully submitted,

P. Michael Collins
City Manager

September 25, 2023

**RESOLUTION
NO. 2023 – ____**

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the sale of City surplus vehicles, be received and placed on file; and be it further

RESOLVED, that the City Council declares the abandoned and impounded vehicles located at the Department of Public Works as surplus property and authorizes the sale of the vehicles in the City's possession set forth on the attached list by way of either an on-line auction by Auctions International, Inc. or sale of the vehicles to Pick-A-Part in Horseheads, NY.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Auction Cars

CASE #	VEHICLE	COLOR	VIN #	KEY	DATE LETTER SENT
21-4831	2011 Dodge Durango	Gray	1D4RE2GG2BC691592	Y	7/31/2023
23EP14005	2002 Dodge Dakota	Blue	1B7HL38XX2S529086	N	6/28/2023
23EP14243	2007 GMC Acadia	Silver	1GKER33777J115273	N	6/28/2023
23EP14487	2006 Chevrolet Equinox	Maroon	2CNDL73FX66196557	N	6/28/2023
23EP15351	2011 Dodge Caravan	Gray	2D4RN5DG7BR748107	Y	6/28/2023
23EP16041	2009 Subaru Legacy	Black	4S3BL626997210864	Y	8/15/2023
23EP16231	2006 Toyota Sienna	Maroon	5TDZA23C16S446492	Y	8/9/2023
23EP17351	1992 Chevrolet Prizm	Red	1Y1SK5463NZ020949	N	N/A
23EP20529	2002 Honda Accord	Gray	1HGCG16592A049990	Y	8/7/2023
23EP21092	2011 Chevrolet Traverse	Maroon	1GNKVGED9BJ108054	Y	8/15/2023
23EP22127	2004 GMC Sierra	Blue	2GTEC19T741355144	N	8/23/2023

**N/A – Relinquished by owner before letter sent

Agenda Summary:

Receive communication from the City Manager and act on resolution approving a commission agreement between the City and Artist Derek L. Chalfant to create a sculpture 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, a copy of which is attached hereto and made a part hereof; said agreement subject to Corporation Counsel approval.

Resolution Number:

2023-299

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution commission contract derek chalfant mark twain riverfront park sculpture 9.25.2023.doc](#)
[Model Commission Agreement Chalfant - mark twain riverfront pk sculpture.pdf](#)
[sculpture drawing mark twain riverfront park 9.25.2023.pdf](#)

September 25, 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 25, 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	

Model Commission Agreement for Sculpture at Mark Twain Riverfront Park

Agreement dated as of the day of , 2023 between Derek L. Chalfant

("the Artist"), whose address is : 401 Euclid Avenue , New York 14905, and

City of Elmira, NY ("the Purchaser"), whose address is: 317 East Church Street, Elmira, NY 14901.

Whereas the Artist is a recognized professional artist: and

Whereas the Purchaser admires the work of the Artist and wishes to commission the Artist to create an outdoor public work of art ("the Work") in the Artist's own unique style; and

Whereas the parties wish to have the creation of this Work of art governed by the mutual obligations, covenants and conditions herein.

Now, Therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. **Sculpture.** Welded/Fabricated Stainless steel House form with Stainless steel Trees and Cast Bronze Books; The Artist hereby agrees to create the Sculpture for the Work based on the drawing and in return for which the Purchaser agrees to pay an artist fee and materials not to exceed \$25,000./Twenty Five Thousand dollars. The Artist fee to be paid upon the signing of this Agreement. The Artist agrees to develop the sculpture according to the drawing and the following description of the Work as interpreted by the Artist. The Site for the Sculpture at Mark Twain Riverfront Park to be prepared by Purchaser with landscaping rocks supplied by Purchaser and concrete base/pad to be supplied and installed by Purchaser.

Title: To Be Determined by Artist

Materials: Stainless steel, cast bronze

Dimensions: approximately 4' wide x 4' long x 11' + high (eleven feet plus)

Description: Mark Twain Riverfront Park Outdoor Public Sculpture for outdoor public display

Price: \$25,000.

The Artist shall deliver the Sculpture to the Purchaser within 3 months of the date hereof. Artist will assist with the installation and securing of the Sculpture onto the concrete base/pad.

2. **Progress Payments.** Upon the Purchaser's giving written approval of the concept and design, the Artist agrees to proceed with construction of the Work, and the Purchaser agrees to pay the Artist's fee for the Work. The final payment of the 5% retainer fee upon the completion and installation of the Work. The Purchaser shall have the right to inspect the Work in progress upon reasonable notice to the Artist.
3. **Date of Delivery.** The Artist agrees to complete the Work within three (3) months (or October 31st 2023) of receiving the Purchaser's written approval of the preliminary design and First Payment. This completion date shall be extended for such period of time as the Artist may be disabled by illness preventing progress of the Work. The completion date shall also be extended in the event of delays caused by events beyond the control

of the Artist, including but not limited to fire, theft, strikes, shortages of materials, and acts of God. Time shall not be considered of the essence with respect to the completion of the Work.

4. Termination. This Agreement may be terminated on the following conditions:
 - A. The Purchaser may, upon payment of any progress payment due pursuant to Paragraph 2 or upon payment of an amount agreed in writing by the Artist to represent the pro rata portion of the price in relation to the degree of completion of Work, terminate this Agreement. The Artist hereby agrees to give promptly a good faith estimate of the degree of completion of the Work if requested by the Purchaser to do so.
 - B. The Artist shall have the right to terminate this Agreement in the event the Purchaser is more than sixty (60) days late in making any payment due pursuant to Paragraph 2, provided, however, nothing herein shall prevent the Artist bringing suit based on the Purchaser's breach of contract.
 - C. The Purchaser shall have the right to terminate this Agreement if the Artist fails without cause to complete the Work within ninety (90) days of the completion date in Paragraph 3. In the event of termination pursuant to this subparagraph, the Artist shall return to the Purchaser all payments made pursuant to Paragraph 2, but shall not be liable for any additional expenses, damages or claims of any kind based on the failure to complete the Work.
 - D. The Purchaser shall have a right to terminate this Agreement if, pursuant to Paragraph 3, the illness of the Artist causes a delay of more than six months in the completion date or if events beyond the Artist's control cause a delay of more than one year in the completion date, provided, however, that the Artist shall retain all payments made pursuant to Paragraph 1 and 2.
 - E. This Agreement shall automatically terminate on the death of the Artist, provided, however, that the Artist's estate shall retain all payments made pursuant to Paragraphs 1 and 2.
 - F. The exercise of a right of termination under this Paragraph shall be written and set forth the grounds for termination.
5. Ownership. Title to the Work shall remain in the Artist until the Artist is paid in full. In the event of termination of this Agreement pursuant to Subparagraphs (A), (B), (C) or (D) of Paragraph 5, the Artist shall retain all rights of ownership in the Work and shall have the right to complete. In the event of termination of this Agreement pursuant to Paragraph 5 (E) or (F), the Purchaser shall own the Work in whatever degree of completion and shall have the right to complete, exhibit, and sell the Work if Purchaser so chooses. Notwithstanding anything to the contrary herein, the Artist shall retain all rights of ownership and have returned to the Artist the preliminary design, all incidental works, made in the creation of the Work and all copies and reproductions thereof and of the Work itself, provided, however, that in the event of termination pursuant to Paragraph 5 (E) or (F) the Purchaser shall have a right to keep copies of the preliminary design for the sole purpose of completing the Work.
6. Copyright. The Artist reserves all rights of reproduction and all copyrights in the Work, the preliminary design, and any incidental works made in the creation of the Work. Copyright notice in the name of the Artist shall appear on the Work, and the Artist shall also receive authorship credit in connection with the Work of any reproductions thereof.
7. Privacy. The Purchaser gives the Artist permission to use the Purchaser's name, picture, portrait, and photograph, in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of the Purchaser's rights of privacy or any other personal or proprietary rights the Purchaser may possess in connection with reproduction and sale of the Work, the preliminary design, or any incidental works made in the creation of the work.

8. **Non-Destruction, Alteration, and Maintenance.** The Purchaser agrees that the Purchaser will not intentionally destroy, damage, alter, modify, or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to see that the Work is properly maintained.
9. **Repairs.** All repairs and restorations which are made during the lifetime of the Artist shall have the Artist's approval. To the extent practical, the Artist shall be given the opportunity to accomplish said repairs and restorations at a reasonable fee.
10. **Non-Assignability.** Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. The Artist shall, however, retain the right to assign monies due to the Artist under the terms of this Agreement.
11. **Heirs and Assigns.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and the Purchaser shall include their heirs, successors, assigns, and personal representatives.
12. **Integrations.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.
13. **Waivers.** A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
14. **Notices and Changes of Address.** All notices shall be sent to the Artist at the following address: 401 Euclid Avenue Elmira, New York 14905 and to the Purchaser/City of Elmira, NY at the following address: 317 East Church Street, Elmira, NY 14901. Each party shall give written notification of any change of address prior to the date of said change.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.

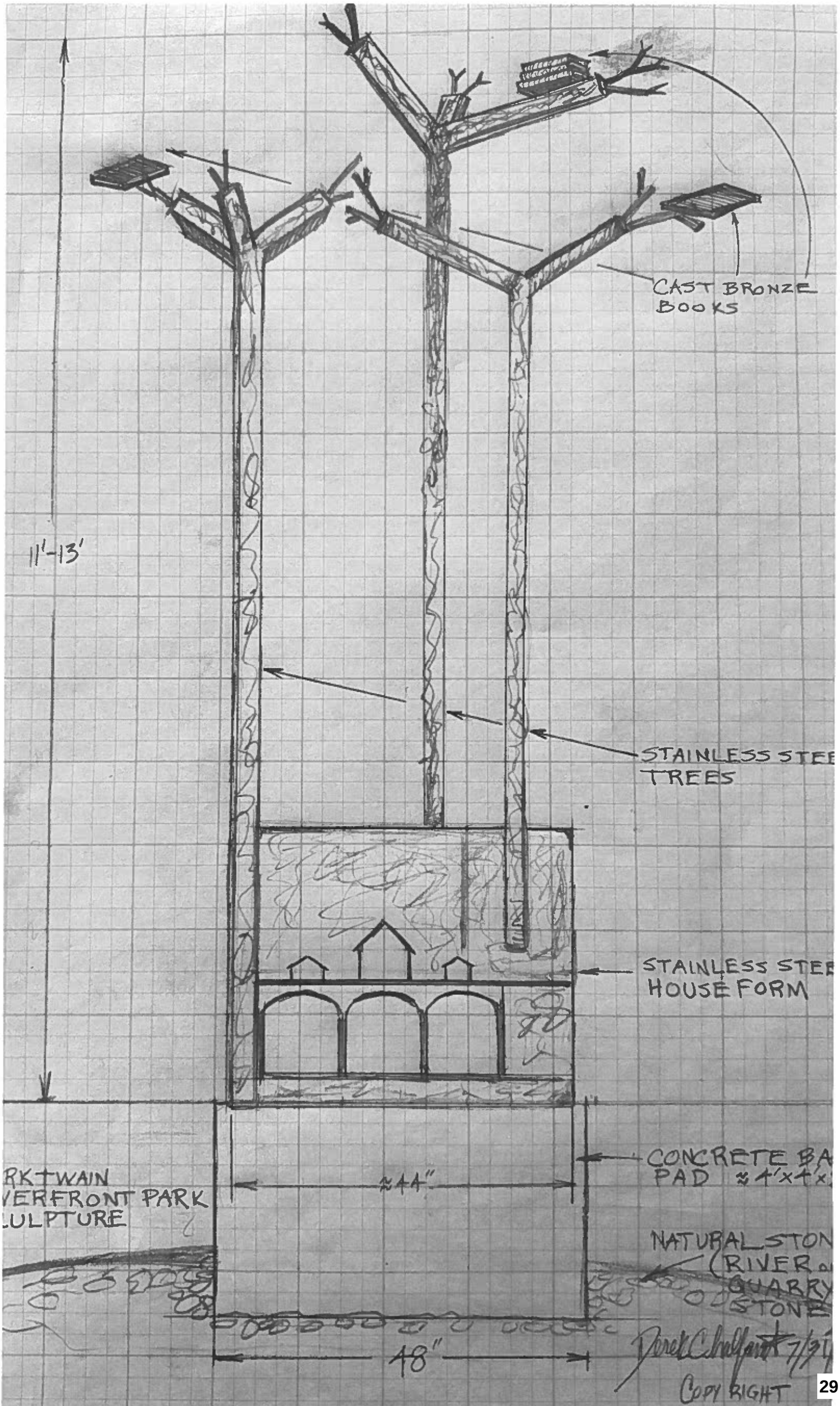
Artist: Derek L. Chalfant



CITY OF ELMIRA, NY
(Purchaser)

By:

Daniel J. Mandell, Jr.
Mayor
Resolution No. 20__ - ____



MARK TWAIN
VERMONT PARK
SCULPTURE

CAST BRONZE
BOOKS

STAINLESS STEEL
TREES

STAINLESS STEEL
HOUSE FORM

CONCRETE BASE
PAD 4' x 4' x 1'

NATURAL STONE
(RIVER &
QUARRY
STONE)

Derek Chaffin 7/94
COPY RIGHT

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the Mayor to enter into a 3-year intermunicipal agreement between the City and Town of Horseheads (Town) whereby the City's Animal Control Department will provide animal control services to the Town at an annual cost of \$60,996.00 commencing October 1, 2023 to September 30, 2024, with three percent (3%) increases for the second year at an annual cost of \$62,825.88 (October 1, 2024 to September 30, 2025) and for the third year at an annual cost of \$64,710.66 (October 1, 2025 to September 30, 2026); said agreement attached hereto and made part hereof and is subject to Corporation Counsel approval

Resolution Number:

2023-300

Sponsor:

Nan Moss

ATTACHMENTS

[resolution horseheads animal control 3-yr agmt 9.25.2023.doc](#)

[2023-2026 Horseheads Town Animal Control agmt 10.1.2023-9.30.26.docx](#)

September 25, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The current Intermunicipal Agreement between the Town of Horseheads and City of Elmira expires on September 30, 2023. The Town of Horseheads wishes to enter into a new three (3) year Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Horseheads for a term of three (3) years. The Town has agreed to pay the City the amount of \$60,996.00 for these services commencing October 1, 2023 and expiring September 30, 2026, with three percent (3%) increases commencing October 1, 2024 to September 30, 2025 and October 1, 2025 to September 30, 2026.

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

Respectfully yours,

P. Michael Collins
City Manager

September 25, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding a three (3) year Intermunicipal Agreement with the Town of Horseheads whereby the City of Elmira will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the current Intermunicipal Agreement between the Town of Horseheads and the City of Elmira expires on September 30, 2023 and the Town desires to enter into a new Agreement with the City to provide animal control services with a term of three (3) years, commencing October 1, 2023 and expiring September 30, 2026; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a new Intermunicipal Agreement between the Town of Horseheads and the City of Elmira for a term of three (3) years pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Horseheads; said services for the agreement for the first year shall be at an annual cost of \$60,996.00 to be paid by the Town of Horseheads in quarterly installments of \$15,249.00 commencing October 1, 2023, with three percent (3%) increases commencing for the second year, October 1, 2024 to September 30, 2025, at an annual cost of \$ 62,825.88 with quarterly installments of \$15,706.47, and for the third year, October 1, 2025 to September 30, 2026, at an annual cost of \$64,710.66 with quarterly installments of \$16,177.66; said Agreement is attached hereto and made a part hereof and is subject to the approval of Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

**INTERMUNICIPAL AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into by and between the

TOWN OF HORSEHEADS, a New York municipal corporation with offices located at 150 Wygant Road, Horseheads, NY 14845 (hereinafter referred to as “Town”)

and

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

W I T N E S S E T H :

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

WHEREAS, Article 7 of the Agriculture and Markets Law of the State of New York (“Article 7”) provides for the licensing and identification of “dogs” as that term is defined in said article; and

WHEREAS, the City currently employs animal control officers to perform Article 26 and Article 7 services for the City; and

WHEREAS, the Town and City desire to enter into an agreement in which the Town utilizes the services of the City to perform certain animal control services pursuant to Article 26, Article 7 and this Agreement; and

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

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

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

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. City to Provide Animal Control Services.

A. The City shall provide animal control services for the Town. Services shall include: responding to dog-related calls, investigating complaints and violations, impounding dogs, issuing legal process, generating reports and all other enforcement activities required by Articles 7 and 26 of the Agriculture and Markets Law and any Town ordinances. The City will patrol the area known as the Town of Horseheads between thirty (30) to forty (40) hours per month. The primary area of patrol being approximately two-mile radius extended from Hanover Square. The services are aimed at improving the quality of life in the community by consistent fair enforcement, supporting other law enforcement, identifying specific community needs, developing tailored and targeted educational programs and providing a professional and visible presence. The City will not provide enumeration or any type of enumeration service to the Town under this contract.

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

2. Compliance With Laws; Inspections of Records. The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Article 26. The Town Supervisor, or his or her

designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of animal calls within the Town's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

Both parties to this agreement will follow the standard three year record retention period prescribed by New York State.

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

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

5. **Authority.** By this Agreement, the Town designates and empowers the animal control officers of the City of Elmira to perform all necessary powers and obligations of the animal control officers pursuant to this Agreement, any Local Law or Ordinance as adopted from time to time by the Town of Horseheads, Article 26, Article 7 of the Agriculture and Markets Law within the jurisdiction of the Town of Horseheads.

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

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

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

9. **Personnel.** The City shall be responsible for providing sufficiently trained personnel to render the services provided for herein in the Town thirty (30) to forty (40) hours per month and on an as needed emergency basis as determined by the Director of Animal Control. However, this does not apply to the Prosecuting Attorney. The Town shall have the sole responsibility for providing an attorney duly licensed and trained to prosecute any cases which may arise under Article 7, Article 26 and any other provision of local law or ordinance. The Town Clerk will be responsible for the issuance of licenses and payments of fees associated with the licensing and rabies vaccination provided under Article 7.

10. **Term/Payment.** The Term of this Agreement shall be three (3) years commencing October 1, 2023 and expiring September 30, 2026. The Town shall pay to the City for services rendered as follows: The first year shall be at an annual cost of \$60,996.00 to be paid by the Town of Horseheads in quarterly installments of \$15,249.00 commencing October 1, 2023, with three percent (3%) increases thereafter commencing for the second year, October 1, 2024 to September 30, 2025, at an annual cost of \$62,825.88 with quarterly installments of \$15,706.47, and for the third year, October 1, 2025 to September 30, 2026, at an annual cost of \$64,710.66 with quarterly installments of \$16,177.66. The first quarterly payments for each year of the term of this Agreement are due on October 1, 2023, October 1, 2024 and October 1, 2025. Any services that are related to farm or domestic animals as defined by the New York Agriculture and Markets Law which require additional funding for their care will be the sole responsibility of the Town.

11. **Indemnification.** To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and their officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature,

including the cost of defending the same, costs and reasonable attorney's fees caused by the negligence or intentional misconduct of those performing services pursuant to this Agreement, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

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

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

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

Town Supervisor
Town of Horseheads
150 Wygant Road
Horseheads, NY 14845

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

15. **Superseding Contract.** The Town agrees that this contract will supersede the contract, between the City and the Town, for cruelty services.

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

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

[signature page is next page]

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

CITY OF ELMIRA

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

TOWN OF HORSEHEADS

Dated: _____, 2023 ***By:*** _____
Donald J. Fischer
Town Supervisor
Resolution No. 2023-_____

Agenda Summary:	Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an "arrangement letter" with the City's accountants, Insero & Co, for a project specific audit for any State/Federal Aid NYS Department of Transportation projects exceeding \$300,000.00, a copy of the arrangement letter is attached hereto and made a part hereof; said letter subject to Corporation Counsel approval.
Resolution Number:	2023-301
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution arrangement letter insero & co main st bridge project project specific audit 9.25.2023.doc](#)
[Insero & Co arrangement letter 9.2023 - project specific audits - NYSDOT.pdf](#)

September 25, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Region 6 of the New York State Department of Transportation (DOT) includes the City of Elmira. The City has been notified that it is responsible for a project specific audit (PSA) for any State/Federal Aid projects exceeding \$300,000.00 in consulting costs. Although the DOT has always required PSA's, Region 6 for the first time has begun to enforce the PSA requirement. The City's auditing firm of Insero & Co has notified the City that it is necessary for the City to enter into an "arrangement letter" with Insero.

The following resolution authorizes the Mayor to execute the "arrangement letter".

P. Michael Collins
City Manager

September 25, 2023

RESOLUTION
NO. 2023 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City entering into an “arrangement letter” with its accountants, Insero & Co, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the “arrangement letter” for the Main Street Bridge Project (PIN 6754.90 and 6755.31); and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the “arrangement letter”, a copy of which is attached hereto and made a part hereof; said letter 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	

RECEIVED

SEP 06 2023

Law Dept.

insero&co

Certified Public Accountants | Business Advisors

August 21, 2022

City of Elmira
 317 East Church Street
 Elmira, New York 14901

Attention: P. Michael Collins, City Manager and City Council

This Arrangement Letter is to explain our understanding of the arrangements for, and the nature and limitations of, the services we are to perform for City of Elmira (the City) with respect to the New York State Department of Transportation (NYSDOT) requirements related to PIN 6754.90 and 6755.31 for the Main Street Bridge project of the City. The City is responsible for the Subject Matter. We are pleased to confirm our acceptance and our understanding of this agreed-upon procedures engagement by means of this letter ("Arrangement Letter").

Engagement Services

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Because the procedures included in the attachment to this Arrangement Letter do not constitute an examination or review, the objective of which is the expression of an opinion or conclusion, respectively, we will not express an opinion or any other form of assurance thereon and if additional procedures were to be performed, other matters might have come to our attention.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed.

Our report will contain a statement that it is intended solely for the use of the City and should not be used by those who have not agreed to the procedures and taken responsibility for the appropriateness of the procedures for their purposes.

If circumstances arise relating to the condition of the City's records, the availability of appropriate evidence that, in our professional judgment, prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express our findings or issue a report, or withdrawing from the engagement.

The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management City Council of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

We will maintain our independence in accordance with the standards of the AICPA.

INSERO & Co. CPAs, LLP

The Highest Standard | (800) 232-9547 | www.inserocpa.com

City of Elmira
August 21, 2022
Page 2

The City's Responsibilities

The appropriateness of the procedures included in the attachment is solely the responsibility of the City. We make no representation regarding the appropriateness of the procedures described above, either for the purpose for which these services have been requested or for any other purpose.

Management and the City Council are responsible for:

- 1) providing to us, prior to the conclusion of the engagement, written acknowledgment that the attached procedures are appropriate for the intended purpose of this engagement;
- 2) providing to us, at the conclusion of the engagement, a representation letter in accordance with attestation standards established by the AICPA.
- 3) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Subject Matter that is free from material misstatement, whether due to fraud or error;
- 4) the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the Subject Matter; and
- 5) informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers or others.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Charmain Cattan, City Chamberlain. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Parties' Understandings Concerning Situation Around COVID-19

Insero & Co. CPAs, LLP and the City acknowledge that, at the time of the execution of this Arrangement Letter, federal, state and local governments, both domestic and foreign, have imposed certain restrictions on travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Insero & Co. CPAs, LLP has restricted its employees from certain travel and onsite work, whether at a client facility or Insero & Co. CPAs, LLP facility, to protect the health of both Insero & Co. CPAs, LLP's and its clients' employees.

City of Elmira
August 21, 2022
Page 3

Accordingly, to the extent that any of the services described in this Arrangement Letter requires or relies on Insero & Co. CPAs, LLP or City personnel to travel and/or perform work onsite, either at the the City or Insero & Co. CPAs, LLP's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, Insero & Co. CPAs, LLP and the City acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either Insero & Co. CPAs, LLP's or the City sole discretion. Insero & Co. CPAs, LLP and the City agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. Insero & Co. CPAs, LLP and the City also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Costs also may increase if services provided include matters such as consideration of going concern, impairment analysis, debt forgiveness or lease concessions, not already considered within the stated fees. Insero & Co. CPAs, LLP will obtain the City prior written approval (email will be sufficient) for any increase in the cost of Insero & Co. CPAs, LLP services that may result from the situation surrounding COVID-19.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement.

The payment schedule for the aforementioned services is as follows:

AUP Services for the year ending December 31, 2023	\$5,000
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Use of Third-Party Products

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent Insero & Co. CPAs, LLP gives the City access to a Third-Party Product in connection with the services contemplated herein, the City agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the City shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product.

City of Elmira
August 21, 2022
Page 4

The City agrees to indemnify and hold Insero & Co. CPAs, LLP harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, liabilities, expenses, and costs (including legal fees, expenses, and costs) relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Documentation

The Documentation for this engagement is the property of Insero & Co. CPAs, LLP. For the purposes of this Arrangement Letter, the term "Documentation" shall mean the confidential and proprietary records of Insero & Co. CPAs, LLP's procedures performed, relevant evidence obtained, other related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Insero & Co. CPAs, LLP for the City under this Arrangement Letter, or any documents belonging to the City or furnished to Insero & Co. CPAs, LLP by the City.

Review of Documentation by a successor practitioner or as part of due diligence is subject to applicable Insero & Co. CPAs, LLP policies, and will be agreed to, accounted for and billed separately. Any such access to our Documentation is subject to a successor practitioner signing an Access & Release Letter substantially in Insero & Co. CPAs, LLP's form. Insero & Co. CPAs, LLP reserves the right to decline a successor practitioner's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because Insero & Co. CPAs, LLP will rely on the City and its management and the City Council to discharge the foregoing responsibilities, you agree to indemnify, hold harmless and release Insero & Co. CPAs, LLP and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City management or the City Council.

The City and Insero & Co. CPAs, LLP agree that no claim arising out, from, or relating to the services rendered pursuant to this arrangement letter shall be filed more than two years after the date of the agreed-upon procedures report issued by Insero & Co. CPAs, LLP or the date of this arrangement letter if no report has been issued.

City of Elmira
August 21, 2022
Page 5

In no event shall Inero & Co. CPAs, LLP or the City, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the “covered parties” and each individually, a “covered party”), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. To the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this arrangement letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party’s negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the City to Inero & Co. CPAs, LLP under this arrangement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the City of its payment obligations to Inero & Co. CPAs, LLP under this arrangement letter.

Confidentiality

Inero & Co. CPAs, LLP and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Inero & Co. CPAs, LLP and the City agree as the recipient of such Confidential Information (the “Receiving Party”) to keep strictly confidential all Confidential Information provided to it by the disclosing party (the “Disclosing Party”) and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Inero & Co. CPAs, LLP is permitted to disclose the City Confidential Information to Inero & Co. CPAs, LLP’s personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, “Confidential Information” means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term “Confidential Information” will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

City of Elmira
August 21, 2022
Page 6

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We will use all such City-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

City of Elmira
 August 21, 2022
 Page 7

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or the City Council and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new arrangement letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

City of Elmira
August 21, 2022
Page 8

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. We also may utilize Confidential Information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by our professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

The City agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our written permission. Any request to consent is also a matter for which separate arrangements may be necessary. After obtaining our permission, the City also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements, whenever a partner or professional employee leaves Inero & Co. CPAs, LLP and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Notices

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by the City to Inero & Co. CPAs, LLP shall also be sent to the following address: 20 Thornwood Drive, Suite 200, Ithaca, New York, 14850. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between Inero & Co. CPAs, LLP and the City and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

City of Elmira
August 21, 2022
Page 9

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for the agreed-upon procedures we are to perform with respect to the Subject Matter, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Respectfully Submitted,



Insero & Co. CPAs, LLP
Certified Public Accountants
Ithaca, New York

Duane Shoen, CPA, Partner

City of Elmira
August 21, 2022
Page 10

Confirmed on behalf of City of Elmira:

Daniel J. Mandell, Jr.
Mayor
Resolution No. 2023-_____

_____/_____/2023
Date



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

Resolution Number: 2023-302

Sponsor: Corey Cooke

ATTACHMENTS

[09-25-2023 audit \(DRI\).doc](#)

September 25, 2023

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$178.45** they are hereby audited for payment for the Downtown Revitalization Initiative- Activate Buildings Grant, September 25, 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 # 204049	\$ 178.45
		TOTAL	\$ 178.45



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

Resolution Number: 2023-303

Sponsor: Joseph Duffy

ATTACHMENTS

[09-25-2023 audit \(ADLN\).docx](#)

September 25, 2023

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$30,166.85**, they are hereby audited for payment for the Anti Displacement Learning Network grant, September 25 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
Processing Fees	AmRent	invoice # 4110778	\$26.85
Displacement Grant	Ben Miller Contracting	See Attachment for additional information	\$20,000.00
Displacement Grant	West Construction	See Attachment for additional information	\$10,000.00
Recording Fee	Chemung County Clerk	See Attachment for additional information	\$140.00
		TOTAL	\$30,166.85

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

Resolution Number: 2023-304

Sponsor: Mayor Mandell

ATTACHMENTS

[09-25-2023 audit \(LEAD\).doc](#)

September 25, 2023

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$3,014.68** are hereby audited for payment for the LEAD Hazard Reduction Grant, September 25, 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
Payroll Expenses	ADP	invoice # 641863319	\$ 43.68
Processing Fee	AmRent	invoice # 4110778	\$ 71.00
		TOTAL	\$ 3,014.68



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

Resolution Number: 2023-305

Sponsor: Nan Moss

ATTACHMENTS

[09-25-2023 audit \(CDBG;HOME\).docx](#)

September 25, 2023

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$70,606.17** they are hereby audited for payment for the Community Development Block Grant, September 25, 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
Filing Fee	Chemung County Clerk	See Attachment for additional information	\$291.50
CDBG Grant and Loan	Ben Miller Contracting	See Attachment for additional information	\$23,550.00
Marketing	Star Gazette	EURA meeting	\$5.39
ADP- General Admin and Rehab Admin	ADP	invoice # 641863319	\$131.02
Processing Fees	AmRent	invoice#4110778	\$71.00
CHDO	Near Westside neighborhood Association	375 W. Clinton St	\$27,557.26
		TOTAL	\$70,606.17

Agenda Summary: Act on Audit.

Resolution Number: 2023-306

Sponsor: Corey Cooke

ATTACHMENTS

[Cover Sheet.pdf](#)

[Backup Part 1.pdf](#)

[Backup Part 2.pdf](#)

DATE: September 25th, 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:	\$739,297.26
CAPITAL FUNDS:	\$709,845.84
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$1,449,143.10
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OTHER PAYMENTS:

PAYROLLS W/E Septemeber 24th, 2023	\$750,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$20,126.25
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$770,126.25
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GRAND TOTAL PAYMENTS:	\$2,219,269.35
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RESOLUTION NO. 2023-

By Councilmember _____

RESOLVED, that the bills and the payrolls in the amount of \$2,219,269.35
 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: 09/25/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	09/25/2023	203262 Accounts Payable	ADP		4,802.27
	Invoice	Date	Description		Amount
		641863315	09/12/2023	CLIENT#262059	1,560.83
		641862905	09/12/2023	CLIENT#262059	3,241.44
Check	09/25/2023	203263 Accounts Payable	AIRGAS EAST		63.24
	Invoice	Date	Description		Amount
		5501597040	09/12/2023	MEDICAL OXYGEN	63.24
Check	09/25/2023	203264 Accounts Payable	AMAZON CAPITAL SERVICES INC		491.14
	Invoice	Date	Description		Amount
		1XWV-3DK4-RJ7N	09/12/2023	Blanket PO Office Supplies	171.46
		1X3T-TV74-FLWF	09/12/2023	Blanket PO Office Supplies	319.68
Check	09/25/2023	203265 Accounts Payable	Auto Zone		117.17
	Invoice	Date	Description		Amount
		2950783979	08/29/2023	PARTS/HARDWARE RES#22-241	117.17
Check	09/25/2023	203266 Accounts Payable	BAILEY, JOHNSON & PECK, PC		92.50
	Invoice	Date	Description		Amount
		11706	09/12/2023	JEREMY COMFORT V. CITY OF ELMIRA	92.50
Check	09/25/2023	203267 Accounts Payable	BEST SECURTIY & AUTOMATION		5.00
	Invoice	Date	Description		Amount
		1414802	09/12/2023	BOSS Fire Ext BPO	5.00
Check	09/25/2023	203268 Accounts Payable	BOBBY K		250.00
	Invoice	Date	Description		Amount
		17881647	09/12/2023	Dunk Tank	250.00
Check	09/25/2023	203269 Accounts Payable	BOUILLE ELECTRIC		278.00
	Invoice	Date	Description		Amount
		46299	08/29/2023	SERVICE TECH FEE	278.00
Check	09/25/2023	203270 Accounts Payable	BRYAN J MAGGS LAW OFFICES, PLLC		4,813.00
	Invoice	Date	Description		Amount
		2382	09/12/2023	DRISCOLL V. ELMIRA	2,040.00
		2377	09/12/2023	MURPHY/CAMILLI V. ELMIRA	2,773.00
Check	09/25/2023	203271 Accounts Payable	CHAMPION FASTENERS		642.74
	Invoice	Date	Description		Amount
		89509	09/07/2023	BLANKET PURCHASE FOR GOLF COURSE SUPPLIES	8.40
		89435	09/05/2023	BLANKET FOR NUTS, BOLTS, HARDWARE	87.90
		82964	08/28/2023	BLANKET FOR NUTS, BOLTS, HARDWARE	318.00
		89449	09/05/2023	BLANKET FOR NUTS, BOLTS, HARDWARE	19.99
		89177	08/24/2023	BLANKET FOR NUTS, BOLTS, HARDWARE	115.85
		89354	08/30/2023	PARTS/HARDWARE RFB#2143	18.60
		89603	09/11/2023	PARTS/HARDWARE RFB#2143	74.00
Check	09/25/2023	203272 Accounts Payable	CHAPEL LUMBER COMPANY		65.55
	Invoice	Date	Description		Amount
		2309-103139	09/12/2023	CHAPEL BPO	65.55

Check	09/25/2023	203273	Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT	396,064.46
	Invoice		Date	Description	Amount
	SEPTEMBER 2023		09/12/2023	HEALTH INSURANCE - SEPTEMBER	388,298.49
	SEPTEMBER 2023.		09/12/2023	ADMIN FEE	7,765.97
Check	09/25/2023	203274	Accounts Payable	CHEMUNG COUNTY TRANSFER	19,798.46
	Invoice		Date	Description	Amount
	137606 TI37		08/28/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	9,496.84
	137619 TI 189		08/28/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	366.36
	137608 TI 39		08/28/2023	GARBAGE COLLECTION FEES- ELM HEIGHTS	629.35
	137674 TI 37		09/01/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	7,268.79
	137676 TI 39		09/01/2023	GARBAGE COLLECTION FEES- ELM HEIGHTS	635.61
	137690 TI 189		09/01/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	453.21
	137675		09/12/2023	CUST#TI-00038 1	456.08
	137607		09/12/2023	CUST#TI-00038 1	492.22
Check	09/25/2023	203275	Accounts Payable	CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.	11,263.83
	Invoice		Date	Description	Amount
	66249964001		09/12/2023	CUST#2530739-41493	11,263.83
Check	09/25/2023	203276	Accounts Payable	COOK BROTHERS	148.69
	Invoice		Date	Description	Amount
	1944380		08/31/2023	PARTS/HARDWARE	148.69
Check	09/25/2023	203277	Accounts Payable	CULLIGAN	119.75
	Invoice		Date	Description	Amount
	272X31844402		08/31/2023	WATER AND COOLER RENTAL	9.75
	272X31866702		09/12/2023	ACCT#272-00120501-7	110.00
Check	09/25/2023	203278	Accounts Payable	CUSTOM PEST CONTROL	300.00
	Invoice		Date	Description	Amount
	146911		09/07/2023	PEST CONTROL AT ANIMAL SHELTER	250.00
	147122		09/08/2023	PEST CONTROL AT 312 BUILDNG	50.00
Check	09/25/2023	203279	Accounts Payable	DEPARTMENT OF COMMUNITY DEV	500.00
	Invoice		Date	Description	Amount
	#2		09/12/2023	HOME PROGRAM	500.00
Check	09/25/2023	203280	Accounts Payable	EASTERN SECURITY SERVICES	166.35
	Invoice		Date	Description	Amount
	R268919		09/01/2023	MONITORING SERVICES AT GOLF COURSE	166.35
Check	09/25/2023	203281	Accounts Payable	ELMIRA COCA-COLA BOTTLING CORP.	574.06
	Invoice		Date	Description	Amount
	37446608012		09/06/2023	SODA, WATER, CUPS, ETC	574.06
Check	09/25/2023	203282	Accounts Payable	EMPIRE ACCESS	1,898.13
	Invoice		Date	Description	Amount
	10889459		09/12/2023	ACCT# 00-003814-0	907.01
	10897405		09/12/2023	ACCT#0089371	860.14
	10882048		09/12/2023	ACCT#00002539-4	130.98
Check	09/25/2023	203283	Accounts Payable	ENTERPRISE FM TRUST	9,218.93
	Invoice		Date	Description	Amount
	FBN4843014		09/12/2023	CUST#479407 - MONTHLY LEASES	9,218.93
Check	09/25/2023	203284	Accounts Payable	FERRARIO FORD LINCOLN MERCURY	75.00
	Invoice		Date	Description	Amount
	3701		06/30/2023	OUTSIDE REPAIRS/SERVICE	75.00
Check	09/25/2023	203285	Accounts Payable	FIRE ALARM SERVICE TECHNOLOGY INC	330.00
	Invoice		Date	Description	Amount

	45938	09/01/2023	FIRE ALARM MONITORING AT DPW FS3 FS5	330.00
Check	09/25/2023	203286 Accounts Payable	GOODYEAR	584.00
	Invoice	Date	Description	Amount
	39039	09/02/2023	TIRES PGB-23149	584.00
Check	09/25/2023	203287 Accounts Payable	H. STRAUSS, INC.	91.00
	Invoice	Date	Description	Amount
	732259	09/12/2023	H. STRAUSS Blanket PO	91.00
Check	09/25/2023	203288 Accounts Payable	HAMILTON MEATS, INC.	1,011.00
	Invoice	Date	Description	Amount
	46776, 45146	08/26/2023	MEAT, FOOD, PAPER SUPPLIES	372.00
	45262, 45027	09/07/2023	MEAT, FOOD, PAPER SUPPLIES	639.00
Check	09/25/2023	203289 Accounts Payable	HARRELL'S TURF SPECIALTY	150.00
	Invoice	Date	Description	Amount
	1786988	08/08/2023	PH BUFFER	150.00
Check	09/25/2023	203290 Accounts Payable	Heidelberg Materials Northeast LLC	2,076.01
	Invoice	Date	Description	Amount
	4344040	07/25/2023	BLANKET FOR TOPDRESSING SAND	2,076.01
Check	09/25/2023	203291 Accounts Payable	HESSELSON'S	120.00
	Invoice	Date	Description	Amount
	25405	09/08/2023	CSEA BOOT ALLOWANCE-TRAFFIC	120.00
Check	09/25/2023	203292 Accounts Payable	HOME VETERINARY CARE	1,109.49
	Invoice	Date	Description	Amount
	JULY 3-20, 2023	09/12/2023	CLIENT ID 14803	764.49
	8/3 TO 8/25/23	09/12/2023	CLIENT ID 14803	195.00
	9/6 TO 9/12/23	09/12/2023	CLIENT ID 14803	150.00
Check	09/25/2023	203293 Accounts Payable	I. D. BOOTH, INC.	10,547.16
	Invoice	Date	Description	Amount
	1542099	08/10/2023	BLANKET FOR ELECTRICAL SUPPLIES FOR PARKS	200.83
	1540425.001+	08/08/2023	ELECTRICAL SUPPLIES/LIGHTING CENTERTOWNE	2,341.89
	S1538666.001+	06/29/2023	ELECTRICAL SUPPLIES/LIGHTING CITY PARKS	7,137.77
	1541037.001+	08/08/2023	BLANKET FOR ELECTRICAL SUPPLIES	441.41
	S1551923.001	08/31/2023	PARTS/HARDWARE	44.57
	1544409+	09/11/2023	BLANKET FOR STEEL AND PLUMBING SUPPLIES	258.34
	1548226	09/11/2023	pay remainder of inv, 163.33 total minus 40.98 pd on prev line	122.35
Check	09/25/2023	203294 Accounts Payable	Image First Uniform Rental Service, LLC	90.00
	Invoice	Date	Description	Amount
	374200	08/22/2023	BAR RAGS, MOPS, MATS	45.00
	377662	09/05/2023	BAR RAGS, MOPS, MATS	45.00
Check	09/25/2023	203295 Accounts Payable	IPS GROUP, INC	3,096.55
	Invoice	Date	Description	Amount
	INV88503	09/12/2023	PARKING METER CHARGES	3,096.55
Check	09/25/2023	203296 Accounts Payable	JAMES J TURCSIK, JR.	3,297.70
	Invoice	Date	Description	Amount
	AIN-3652573	09/08/2023	UNIFORMS	885.50
	W/E 10/1/23	09/12/2023	PER CONTRACT	2,412.20
Check	09/25/2023	203297 Accounts Payable	JOHN DEERE COMPANY	337.48
	Invoice	Date	Description	Amount
	9/1/23-	09/01/2023	BLANKET FOR JOHN DEERE EQUIPMENT PARTS	337.48
Check	09/25/2023	203298 Accounts Payable	JOHN'S EQUIPMENT RENTAL	312.92
	Invoice	Date	Description	Amount
	66218	09/06/2023	BLANKET FOR REPAIRS AND SUPPLIES	91.99
	65878	08/22/2023	Maintenance of small equip	220.93
Check	09/25/2023	203299 Accounts Payable	KECK'S FOOD SERVICE	772.64
	Invoice	Date	Description	Amount

	91299	08/28/2023	rFOOD, FOOD SUPPLIES, CONDIMENTS	772.64
Check	09/25/2023	203300 Accounts Payable	KELLEY BROTHERS	218.65
	Invoice	Date	Description	Amount
	119318, 119319	09/07/2023	BLANKET FOR DOORS, PARTS, KEYS	218.65
Check	09/25/2023	203301 Accounts Payable	LINDSEY LAWN & GARDEN, INC.	193.19
	Invoice	Date	Description	Amount
	992909	08/09/2023	JOHN DEERE PARTS	193.19
Check	09/25/2023	203302 Accounts Payable	LORI WATERS	600.00
	Invoice	Date	Description	Amount
	NOVA CONFERENCE	09/12/2023	2023 VIRTUAL CONFERENCE	600.00
Check	09/25/2023	203303 Accounts Payable	LOWE'S COMPANIES, INC.	96.65
	Invoice	Date	Description	Amount
	94175	09/08/2023	BLANKET FOR PLANTS, FLOWERS & MULCH	96.65
Check	09/25/2023	203304 Accounts Payable	MCCARTHY TIRE SERVICE	1,217.50
	Invoice	Date	Description	Amount
	61975	08/22/2023	TIRES RFB#2380 RES#22-255	1,217.50
Check	09/25/2023	203305 Accounts Payable	MCDONALD EXCAVATING, INC.	672.00
	Invoice	Date	Description	Amount
	57532	09/05/2023	TOPSOIL RFB# 2484	672.00
Check	09/25/2023	203306 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	46.20
	Invoice	Date	Description	Amount
	IN1921957	09/12/2023	MES Uniform Needs BPO	46.20
Check	09/25/2023	203307 Accounts Payable	NAPA AUTO PARTS	7,340.54
	Invoice	Date	Description	Amount
	102685	08/28/2023	PARTS/HARDWARE MTGC SOURCEWELL PGB-2349	65.44
	102278 +	08/23/2023	OIL/LUBRICANTS/SOURCEWELL #032521-GPC	3,493.23
	101539 +	08/15/2023	PARTS/SOURCEWELL CONTRACT	3,781.87
Check	09/25/2023	203308 Accounts Payable	New England Traffic Solutions	3,040.20
	Invoice	Date	Description	Amount
	9096	09/01/2023	Res 23-120 - Trafficware 2070 Field Modules	3,040.20
Check	09/25/2023	203309 Accounts Payable	NRG BUSINESS MARKETING	192.36
	Invoice	Date	Description	Amount
	HS33807454	09/12/2023	ACCT#692586-3081	192.36
Check	09/25/2023	203310 Accounts Payable	NYS GOLF ASSOCIATION	945.00
	Invoice	Date	Description	Amount
	8/22/2023-	09/11/2023	MEMBERSHIP SERVICES	945.00
Check	09/25/2023	203311 Accounts Payable	NYSEG	147.87
	Invoice	Date	Description	Amount
	9/5/23	09/12/2023	ACCT#1005-1984-374	147.87
Check	09/25/2023	203312 Accounts Payable	OTIS ELEVATOR	450.00
	Invoice	Date	Description	Amount
	F100000156807	09/13/2023	LOGISTICS AND FUEL IMPACT FEE	450.00
Check	09/25/2023	203313 Accounts Payable	OVERHEAD DOOR CO. OF ELMIRA	50.00
	Invoice	Date	Description	Amount
	EL0823-0159	08/23/2023	DOOR REPAIR/PARTS	50.00
Check	09/25/2023	203314 Accounts Payable	PARACO CORP/HERITAGE FLAG & SUPPLY	1,176.00
	Invoice	Date	Description	Amount
	fp032223-2	07/06/2023	3X5 CITY OF ELMIRA FLAGS	1,176.00
Check	09/25/2023	203315 Accounts Payable	Passport Labs, Inc	621.39
	Invoice	Date	Description	Amount

	INV-1040805	09/12/2023	TICKET PROCESSING FEE	621.39
Check	09/25/2023	203316 Accounts Payable	PATRICK D JOHNSON	30.00
	Invoice	Date	Description	Amount
	TRAVEL-8/24/23	09/12/2023	TRAVEL EXPENSES	30.00
Check	09/25/2023	203317 Accounts Payable	PATRICK FERNAN	139.14
	Invoice	Date	Description	Amount
	MED REIMBURSEMEN	09/12/2023	HRA	139.14
Check	09/25/2023	203318 Accounts Payable	PEOPLEREADY INC	6,919.78
	Invoice	Date	Description	Amount
	28288267+	09/02/2023	TEMP SERVICES	4,722.87
	28305044	09/12/2023	TEMP SERVICES	2,196.91
Check	09/25/2023	203319 Accounts Payable	PERRY & CARROLL, INC.	142,597.00
	Invoice	Date	Description	Amount
	6515	09/12/2023	ACCT# ELMIRA0-03	21,712.00
	6981	09/12/2023	ACCT#ELMIRA0-03	28,750.00
	6980	09/12/2023	INSURANCE POLICIES	40,227.00
	6979	09/12/2023	INSURANCE POLICIES	187.00
	6978	09/12/2023	BUSINESS AUTO INSURANCE	51,721.00
Check	09/25/2023	203320 Accounts Payable	PITNEY BOWES	315.88
	Invoice	Date	Description	Amount
	1023577231	09/12/2023	USPS Tracking Services Activation	21.00
	1023209250.	09/12/2023	USPS Tracking Services Activation	200.38
	1023472314	09/12/2023	USPS Tracking Services Activation	94.50
Check	09/25/2023	203321 Accounts Payable	POINT SPRING & DRIVESHAFT CO.	523.50
	Invoice	Date	Description	Amount
	13617 +	08/15/2023	HEAVY DUTY PARTS RFB#2077R	523.50
Check	09/25/2023	203322 Accounts Payable	R S PARKER LANDSCAPING	38,514.00
	Invoice	Date	Description	Amount
	10226,302,363	09/12/2023	July, 2023 Abatelements	38,514.00
Check	09/25/2023	203323 Accounts Payable	RAINBOW LETTERING	30.00
	Invoice	Date	Description	Amount
	DR2769	09/12/2023	RAINBOW Shirt Embroidery	30.00
Check	09/25/2023	203324 Accounts Payable	RENTALS TO GO LLC	250.00
	Invoice	Date	Description	Amount
	96849	09/01/2023	PORTABLE TOILETS FOR GOLF COURSE	250.00
Check	09/25/2023	203325 Accounts Payable	SAM'S CLUB DIRECT	194.08
	Invoice	Date	Description	Amount
	8/29/23-	08/29/2023	SNACKS, SUPPLIES, FOOD	155.66
	8/30/23-	08/30/2023	SNACKS, SUPPLIES, FOOD	38.42
Check	09/25/2023	203326 Accounts Payable	SCHLATHER, STUMBAR, PARKS & SALK, LLP	422.50
	Invoice	Date	Description	Amount
	7811	09/12/2023	STROBRIDGE ESTATE V. OROPALLO FEDERAL	422.50
Check	09/25/2023	203327 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	201.53
	Invoice	Date	Description	Amount
	85958+	08/28/2023	BLANKET FOR MISC HARDWARE	77.91
	85626	09/12/2023	SHELTER	59.70
	86063	09/12/2023	SO TIER SENTRY BPO	63.92
Check	09/25/2023	203328 Accounts Payable	STAPLES BUSINESS ADVANTAGE	595.86
	Invoice	Date	Description	Amount
	3546819485	09/12/2023	Blanket PO Office Supplies	595.86
Check	09/25/2023	203329 Accounts Payable	STEWART P. WILSON	6,263.85
	Invoice	Date	Description	Amount

	465108, 472876	08/29/2023	FUEL-BLANKET PO RFB# 2402 RES#22-187	4,945.80
	464852	09/05/2023	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC	1,318.05
Check	09/25/2023	203330 Accounts Payable	TAX COLLECTOR, ELMIRA HEIGHTS	37,504.76
	Invoice	Date	Description	Amount
	BILL #003280	09/12/2023	TM#68.00-2-22	37,504.76
Check	09/25/2023	203331 Accounts Payable	TIME WARNER CABLE	499.47
	Invoice	Date	Description	Amount
	0012573090123	09/01/2023	YEARLY INTERNET AT MTGC ACCT 202-80285601-001	439.52
	143746101090123	09/12/2023	ACCT#143746101	59.95
Check	09/25/2023	203332 Accounts Payable	TRACEY ROAD EQUIPMENT INC.	1,496.65
	Invoice	Date	Description	Amount
	X102055529	09/07/2023	TRUCK PARTS/HARDWARE	1,496.65
Check	09/25/2023	203333 Accounts Payable	TREU OFFICE SUPPLY CORP.	19.56
	Invoice	Date	Description	Amount
	256623	09/12/2023	Office Supplies	19.56
Check	09/25/2023	203334 Accounts Payable	TWIN TIER PAINT WALLCOVERING	833.74
	Invoice	Date	Description	Amount
	63787+	08/25/2023	PAINT FOR CITY PARKS	833.74
Check	09/25/2023	203335 Accounts Payable	UniFirst Corporation	558.89
	Invoice	Date	Description	Amount
	051-3542151+	08/24/2023	FLOOR MATS AT CITY HALL & DPW	303.32
	3542149 +	08/24/2023	LAUNDRY SERVICE	255.57
Check	09/25/2023	203336 Accounts Payable	VASCO BRANDS, INC.	431.21
	Invoice	Date	Description	Amount
	X004932A & 932	09/12/2023	VASCO Cleaning Supplies BPO	431.21
Check	09/25/2023	203337 Accounts Payable	VERDIN COMPANY	695.00
	Invoice	Date	Description	Amount
	0015830	08/29/2023	CLOCK MAINTENANCE	695.00
Check	09/25/2023	203338 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	1,727.04
	Invoice	Date	Description	Amount
	AUG-607-737-0531	09/12/2023	ACCT#251-754-321-0001-58	18.78
	aug-607-737-5600	09/12/2023	ACCT#651-754-337-0001-23	75.13
	AUG-607-237-5601	09/12/2023	ACCT#251-754-338-0001-91	1,633.13
Check	09/25/2023	203339 Accounts Payable	VERIZON WIRELESS	2,730.41
	Invoice	Date	Description	Amount
	9942718083	09/12/2023	ACCT#286111989-00001	2,730.41
Check	09/25/2023	203340 Accounts Payable	W. W. GRAINGER	42.05
	Invoice	Date	Description	Amount
	9803671289	08/14/2023	EAR PLUGS	42.05
Check	09/25/2023	203341 Accounts Payable	WARD APPARATUS LLC	61.20
	Invoice	Date	Description	Amount
	3676	08/29/2023	PARTS FOR EFD TRUCKS	61.20
Check	09/25/2023	203342 Accounts Payable	WEST INFORMATION PUBLISHING GROUP	854.58
	Invoice	Date	Description	Amount
	848857504	09/12/2023	WESTLAW CHARGES AUGUST 23	387.00
	848965356	09/12/2023	LIBRARY PLAN CHARGES - AUGUST 2023	467.58
Check	09/25/2023	203343 Accounts Payable	WEX BANK	1,220.70
	Invoice	Date	Description	Amount
	91621167	09/12/2023	FUEL PURCHASES	1,220.70
Check	09/25/2023	203344 Accounts Payable	Wyoming County Community Action Inc	60.00

	Invoice	Date	Description	Amount
	7/1/23 - 6/30/24	09/12/2023	WNYRYCA DUES 2023	60.00
Check	09/25/2023	203345 Accounts Payable	XEROX CORPORATION	498.11
	Invoice	Date	Description	Amount
	019564544	09/12/2023	CUST#726246770	18.39
	019564527	09/12/2023	CUST#718282973	52.87
	019564526	09/12/2023	CUST#718270358	7.04
	019564543	09/12/2023	CUST#726246168	29.97
	019564506	09/12/2023	CUST#726289374	82.04
	019564521	09/12/2023	CUST#708184692	56.11
	019564507	09/12/2023	CUST#726368111	101.23
	019564508	09/12/2023	CUST#726368160	14.67
	019564509	09/12/2023	CUST#726368178	108.58
	019564515	09/12/2023	CUST#726631807	7.34
	019564528	09/12/2023	CUST#718422447	5.62
	019564533	09/12/2023	CUST#719281172	14.25
Check	09/25/2023	203346 Accounts Payable	ELIZABETH PENMAN	35.00
	Invoice	Date	Description	Amount
	8/8/23	09/12/2023	SPAY/NEUTER DEPOSIT REFUND	35.00
Check	09/25/2023	203347 Accounts Payable	HIS TABERNACLE CHURCH	300.00
	Invoice	Date	Description	Amount
	RESERVATION	09/12/2023	2-DAY EVENT AT GROVE PARK	300.00
Check	09/25/2023	203348 Accounts Payable	JEFFREY RICHARDS	50.00
	Invoice	Date	Description	Amount
	PICNIC-8/20/23	09/12/2023	GROVE PARK RESERVATION REFUND	50.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 87	\$739,297.26
Checks:	87	\$739,297.26		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 09/25/2023

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	09/25/2023	104776	Accounts Payable	BOUILLE ELECTRIC		162.00
	Invoice		Date	Description		Amount
		46313	08/31/2023	SERVICE TECHNICIAN CALL		162.00
Check	09/25/2023	104777	Accounts Payable	CHAPEL LUMBER COMPANY		236.25
	Invoice		Date	Description		Amount
		2308-101381	08/28/2023	MISC MATERIALS		236.25
Check	09/25/2023	104778	Accounts Payable	CHEMUNG SUPPLY CORPORATION		4,546.50
	Invoice		Date	Description		Amount
		025622	09/12/2023	SIGN POSTS		4,546.50
Check	09/25/2023	104779	Accounts Payable	DALRYMPLE GRAVEL COMPANY		312,630.26
	Invoice		Date	Description		Amount
		20064, 20187	08/27/2023	HOT MIX ASPHALT RFB# 2481 ROLLOVER FUNDS		2,679.79
		100523-10 to 18	08/30/2023	2023 OVERLAY STREETS		236,706.57
		100523-19	09/01/2023	PAVING ERIE ST		73,243.90
Check	09/25/2023	104780	Accounts Payable	EJ USA, INC		1,977.16
	Invoice		Date	Description		Amount
		110230064273	08/31/2023	TREE GRATES ROLLOVER FUNDS		1,977.16
Check	09/25/2023	104781	Accounts Payable	Glenco Supply Inc.		19,467.50
	Invoice		Date	Description		Amount
		31642	09/02/2023	NYSDOT Approved POLY Riser Rings 24 x 1.5"		19,467.50
Check	09/25/2023	104782	Accounts Payable	INTEGRATED SYSTEMS		1,290.00
	Invoice		Date	Description		Amount
		21939	09/11/2023	Site Survey		1,290.00
Check	09/25/2023	104783	Accounts Payable	J.F. & J.P. WENZEL		163,042.91
	Invoice		Date	Description		Amount
		105486	09/07/2023	MAINTENANCE SHOP PAVING PROJECT		76,804.98
		105469	08/14/2023	REPAIRS OF GRANITE CURBING AT MAIN ST ROUND ABOUT		46,275.93
		105470	08/14/2023	LAKE ST POLICE STATION ENTRANCES		39,962.00
Check	09/25/2023	104784	Accounts Payable	PARKWAY PAINTS AND FLOORING		54.37
	Invoice		Date	Description		Amount
		0060803	09/11/2023	PARKWAY Business Office Flooring		54.37
Check	09/25/2023	104785	Accounts Payable	SENECA PAVEMENT MARKING		206,438.89
	Invoice		Date	Description		Amount
		2023 CITY WIDE	08/26/2023	2023 ROAD PROGRAM TRAFFIC STRIPING/MARKING		206,438.89
CAP CHECK CAPITAL CHECKING Totals:				Transactions: 10		\$709,845.84
Checks:		10	\$709,845.84			

HAND CHECKS DETAILS

\$20,126.25

CAPITAL HAND CHECKS DETAIL

\$0.00

ACH PAYMENTS

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 09/01/2023 - 09/14/2023

9/1/2023 GHI DENTAL	\$	3,036.20
9/7/2023 GHI DENTAL	\$	2,997.00
9/12/2023 GHI DENTAL	\$	2,436.00
	\$	8,469.20

MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 09/01/2023 - 09/14/2023

9/1/2023 SARATOGA EAGLE	\$	236.05
9/1/2023 AL GEORGE	\$	435.38
9/6/2023 SARATOGA EAGLE	\$	389.20
	\$	1,060.63

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 09/07/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	09/07/2023	203260 Accounts Payable	EMPIRE MERCHANTS NORTH		300.00
	Invoice	Date	Description		Amount
	92311558	09/07/2023	LIQUOR & SUPPLIES		300.00
Check	09/07/2023	203261 Accounts Payable	JAMES J TURCSIK, JR.		10,296.42
	Invoice	Date	Description		Amount
	8/16-8/31/23	09/07/2023	Commission Check		10,296.42
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$10,596.42
Checks:	2	\$10,596.42			



Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2023-307

Sponsor: Nick Grasso

ATTACHMENTS

[Adjournment Sept 25.docx](#)

September 25, 2023

RESOLUTION

NO. 2023 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Tuesday, October 10, 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	