APPROVAL OF MINUTES

2024-186 Gary Brinn	**Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, May 20th, 2024.**

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PERSONNEL ACTIONS

2024-187 Mayor Mandell	**Receive communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Megan N. Castro has been appointed to the position of Police Information Clerk, effective May 13, 2024 at an annual salary of $33,293.**

RESOLUTIONS

2024-188 Joseph Duffy	**Resolution Authorizing the Department of Community Development to Submit the City of Elmira's 2024-2025 CDBG and HOME Annual Action Plan to the U.S. Department of Housing and Urban Development**
2024-189 Gary Brinn	**Receive communication from the City Manager and act on resolution approving a modification of the City's 2023 Budget upon the recommendation of the City's auditors identified as unanticipated revenue of $366,295.77 related to DRI and Zombie and Vacant Properties grant which funds were expended during 2023.**
2024-190 Mayor Mandell	**Receive communication from the City Manager and act on resolution approving a modification of the City's 2023 Budget upon the recommendation of the City's auditors in the amount of $232,088.00 to accommodate the FY2023 implementation of GASB Statement No. 96 for Accounting and Financial Reporting for Subscription-Based Information Technology Arrangements.**

2024-191 Mayor Mandell	**Act on resolution approving an annual stipend payment of $10,000.00 to Emma Miran effective July 1, 2024 for her exceptional services administering the Community Development Block Grant Program.**
	AGREEMENTS
2024-192 Joseph Duffy	**Receive communication from the City Manager and act on resolution retroactively approving the purchase agreement between the City and Sutphen Corporation for the City's purchase of a Sutphen SL 100 Aerial Ladder Fire Truck, a copy of which agreement is attached hereto and made a part hereof.**
2024-193 Corey Cooke	**Receive communication from the City Manager and act on resolution approving two 5-yr contracts with Otis Elevator Company for maintenance on elevators in Centertown Parking Garage and City Hall at an initial monthly cost of $1,124.44 and maintenance on the disabled lift in City Hall at an initial monthly cost of $103.81 commencing retroactively to January 1, 2024 and expiring December 31, 2028 and authorizing the Mayor to execute the contracts, copies of which are attached hereto; said contract subject to Corporation Counsel approval.**
2024-194 Corey Cooke	**Receive communication from the City Manager and act on resolution authorizing and approving contracts with Otis Elevator for elevator upgrades/updates on the 2 elevators servicing the Centertown Parking Garage in the amount of $192,998.11 for each elevator; said contracts being awarded by the City "piggybacking" under a County contract with Otis elevator, a copy of the identical contract for each elevator is attached hereto, and authorizing the Mayor to execute the contracts and any other documents necessary to initiate the updates; said contracts subject to Corporation Counsel approval.**
2024-195 Mayor Mandell	**Receive communication from the City Manager and act on resolution accepting the bid and awarding a contract to R. DeVincentis Construction, Inc., the lowest bidder meeting bid specifications as set forth on the attached bid summary, in the total amount of $2,940,000.00 for the Fassett Road Stormwater Project from Cornell Road to**

	Hoffman Street and authorizing the Mayor to sign such documents necessary to effect the award; said documents subject to Corporation Counsel approval.
2024-196 Gary Brinn	**Receive communication from the City Manager and act on resolution approving the Elmira Church/Water Streets Gateway Study be conducted by Fisher Associates at a total cost not to exceed $105,000.00 with the City contributing $21,000.00 and federal funding contributing $84,000.00 and authorizing the Mayor to execute all documents necessary to effect the study; said documents subject to Corporation Counsel approval.**
2024-197 Joseph Duffy	**Act on resolution approving the extension of the PILOT agreement between the City and Eastgate Apartments under the same terms and conditions as set forth in the current agreement to the date in 2025 on which Home Leasing acquires title to Eastgate Apartments.**
2024-198 Jackie Wilson	**Receive communication from the City Manager and act on resolution approving a no-cost time extension of NYSDOT Contract #D035294 for the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project (PIN 6754.90) to December 31, 2025 and authorizing the Mayor to execute the "No-Cost Time Extension of Local/Miscellaneous Contract".**
2024-199 Jackie Wilson	**Receive communication from the City Manager and act on resolution approving a no-cost time extension of NYSDOT Contract #D036102 for the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project (PIN 6755.31) to December 31, 2025 and authorizing the Mayor to execute the "No-Cost Time Extension of Local/Miscellaneous Contract".**
2024-200 Corey Cooke	**Receive communication from the City Manager and act on resolution granting Gurdeep Singh d/b/a RS Food Mart a license to use the City's Right-of-Way for customer parking for a term of one year commencing on June 15, 2024 and expiring on June 14, 2025 for an annual license fee to be paid by him to the City of $500.00 and authorizing the Mayor to execute a License Agreement; said Agreement subject to Corporation Counsel approval.**

AUDITS

2024-201
Nan Moss

Act on Lead Hazard Reduction Grant Program Audit.

2024-202
Corey Cooke

Act on Community Development Block Grant Program Audit.

2024-203
Mayor Mandell

Act on Audit.

SECOND PUBLIC COMMENT PORTION

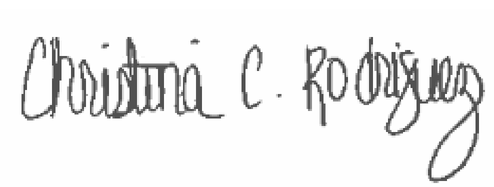
CITY MANAGER REPORT

ADJOURN

2024-204
Nan Moss

Act on resolution to adjourn.

Respectfully Submitted,



Christina C. Rodriguez
City Clerk

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, May 20th, 2024.
Resolution Number:	2024-186
Sponsor:	Gary Brinn

ATTACHMENTS

Beginning June 3.docx

June 3, 2024

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held in Council Chambers in said City of Elmira, this 3rd day of June, 2024.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2024- ______

By Councilmember: ___________________________

RESOLVED, that the reading of the minutes of the Regular Meeting held May 20, 2024, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Receive communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Megan N. Castro has been appointed to the position of Police Information Clerk, effective May 13, 2024 at an annual salary of $33,293.
Resolution Number:	2024-187
Sponsor:	Mayor Mandell

ATTACHMENTS

Personnel Actions June 3.docx

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Councilmembers

Dear Councilmembers:

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

CASTRO, MEGAN N.	Elmira, NY has been appointed to the position of Police Information Clerk, effective May 13, 2024, at an annual salary of $33,293.

Respectfully submitted,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION

2024 - ____

By Councilmember: _________________________________

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Megan N. Castro, Elmira, NY has been appointed to the position of Police Information Clerk, effective May 13, 2024, at an annual salary of $33,293; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Resolution Authorizing the Department of Community Development to Submit the City of Elmira's 2024-2025 CDBG and HOME Annual Action Plan to the U.S. Department of Housing and Urban Development
Resolution Number:	2024-188
Sponsor:	Joseph Duffy

ATTACHMENTS

authorizing resolution 2024 annual action plan.doc
Proposed CDBG and HOME budget for 2024.docx

June 3, 2024

RESOLUTION NO. 2024-

RESOLUTION AUTHORIZING THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO SUBMIT THE CITY OF ELMIRA'S 2024-2025 CDBG AND HOME ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By Councilmember ____:

WHEREAS, federal regulations governing the Community Development Block Grant (CDBG) Program administered by the U.S. Department of Housing and Urban Development require that participating communities prepare a Consolidated Plan every five years and an Annual Action Plan to ensure that the community needs are being met; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City of Elmira that it will be receiving $1,102,073 in CDBG funds for FY 2024-2025, and the City anticipates collecting $50,000.00 in Program Income resulting in a total of $1,152,073.00 being available to fund CDBG eligible activities; and

WHEREAS, the City of Elmira has also been advised that the City will be receiving $207,924 in HOME Investment Partnership funds; and

WHEREAS, the City published a notice inviting eligible groups and organizations to submit applications for said funds; and

WHEREAS, Community Development staff has prepared the attached recommended budget for CDBG and HOME funding; and

WHEREAS, in accordance with the City of Elmira's Citizen Participation Plan, a public hearing was held on March 25, 2024 seeking input on the 2024-2025 Annual Action Plan; and

WHEREAS, the Department of Community Development also sought input by consulting with A Citizen Advisory Committee; and

WHEREAS, the availability of a draft executive summary of the plan, a recommended budget, and a listing of proposed projects to be funded was advertised in the Star Gazette and a 30-day public comment period was observed with written comments being accepted until Sunday, June 2, 2024; and

WHEREAS, the Consolidated Plan and Annual Action Plan must be submitted to the U.S. Department of Housing and Urban Development no later than August 16, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the 2024-2025 Annual Action Plan is hereby approved for submission to the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED, that the Department of Community Development is hereby authorized to submit the Annual Action Plan to the U.S. Department of Housing and Urban Development no later than August 16, 2024.

ADOPTED BY THE FOLLOWING VOTE

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

Proposed CDBG Budget FY 2024/2025	Proposed FY 24/25
CDBG Allocation	$1,102,073.00
PI Expected (Rehab)	$40,000.00
PI Expected (STEG)	$10,000.00
Unexpended Prior Year Resources	
TOTAL CDBG	$1,152,073.00
HOME Allocation	$207,924.00
Unexpended Prior Year Resources	$0.00
TOTAL HOME	$207,924.00
Total Funds	**$1,359,997.00**

CDBG Operating Costs	Proposed FY 24/25
General Administration	$220,000.00
Rehab Administration	$200,000.00
Public Services	
Southside Community Center	$25,000.00
Ernie Davis Community Center	$25,000.00
Catholic Charities Homeownership Counseling	$25,000.00
Catholic Charities Emergency Shelter	$25,000.00
Salvation Army – Safe House	$15,000.00
Meals on Wheels	$25,000.00
Court Appointed Special Advocates (CASA)	$18,000.00
TOTAL PUBLIC SERVICES	**$158,000.00**
Housing/Historic Rehabilitation Program	
Owner Occupied Rehabilitation Program	$175,000.00
Demolition - Slum and Blight	$90,000.00
Lead Hazard Reduction Program Match	$65,000.00
TOTAL HOUSING/HISTORIC REHABILITATION PROGRAMS	**$330,000.00**
Public Facilities	
Street Improvement Program	$99,073.00
ADA Sidewalk Improvements	$25,000.00
Elmira Downtown Development (Operation Green Streets)	$30,000.00
TOTAL PUBLIC FACILITIES	**$154,073.00**
Economic Development	
Southern Tier Economic Growth (loan program)	$90,000.00
TOTAL ECONOMIC DEVELOPMENT	**$90,000.00**
TOTAL CDBG FUNDS	**$1,152,073.00**

HOME Operating Budget	Proposed FY 24/25
First Time Homebuyers program grants & pre-counseling	$155,132.00
HOME Administration	$20,792.00
CHDO (15% minimum)	$32,000.00
TOTAL HOME FUNDS	**$207,924.00**

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a modification of the City's 2023 Budget upon the recommendation of the City's auditors identified as unanticipated revenue of $366,295.77 related to DRI and Zombie and Vacant Properties grant which funds were expended during 2023.
Resolution Number:	2024-189
Sponsor:	Gary Brinn

ATTACHMENTS

resolution 2023 budget modification per auditors DRI ZVP revenue 6.3.2024.doc

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City's auditors, Insero & Co, CPA's, LLP, while in the course of conducting its audit of the City's 2023 general fund, has identified unanticipated revenue of $366,295.77 related to the Downtown Revitalization Initiative and the Zombie and Vacant Properties grant which funds were expended during 2023. This caused the budget as a whole to be overextended. Insero is recommending a budget modification be made. The attached resolution authorizes the modification.

Respectfully submitted,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 - _______

By Councilmember _______________:

RESOLVED, that the communication from the City Manager regarding a modification to the City's 2023 budget upon the recommendation of the City's auditors, 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 modification of the City's 2023 budget as follows:

	Budget	Actual	
A1209-8101 Revenues	$ 0.00	$350,295.77	($350,295.77)
A1209-2579 Revenues	$ 0.00	$ 16,000.00	($ 16,000.00)
A6989-8101 Expenditures	$ 0.00	$350,295.77	($350,295.77)
A6989-2579 Expenditures	$ 0.00	$ 16,000.00	($ 16,000.00)

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a modification of the City's 2023 Budget upon the recommendation of the City's auditors in the amount of $232,088.00 to accommodate the FY2023 implementation of GASB Statement No. 96 for Accounting and Financial Reporting for Subscription-Based Information Technology Arrangements.
Resolution Number:	2024-190
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution 2023 budget modification per auditors GASB 96 Subscription-Based IT Arrangements 6.3.2024.doc

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City's auditors, Insero & Co, CPA's, LLP, has recommended that 2023 budget modification of $232,088.00 should be made to accommodate the FY2023 implementation of GASB Statement No. 96 for Accounting and Financial Reporting for Subscription-Based Information Technology Arrangements (SBITAs). The attached resolution authorizes the modification.

Respectfully submitted,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 -

By :

RESOLVED, that the communication from the City Manager regarding a modification to the City's 2023 budget upon the recommendation of the City's auditors, 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 modification of the City's 2023 budget as follows:

	Budget	Actual	
A1009-0000 Subscription Based Proceeds	$ 0.00	$ 232,088	($232,088)
A3120-0000 Public Safety – Police Dept	$ 0.00	$ 102,232	($102,232)
A3620-0000 Public Safety – Insp Svcs Dept	$ 0.00	$ 53,797	($ 53,797)
A1680-0000 General Government Support	$ 0.00	$ 76,059	($ 76,059)

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Act on resolution approving an annual stipend payment of $10,000.00 to Emma Miran effective July 1, 2024 for her exceptional services administering the Community Development Block Grant Program.
Resolution Number:	2024-191
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution emma miran annual stipend community development block grant program 6.3.2024.docx

June 3, 2024

RESOLUTION
NO. 2024 - ____

By Councilmember __________________:

WHEREAS, Emma Miran holds the dual positions of Director of the Elmira Urban Renewal Agency and she manages the City's Community Development Program; and

WHEREAS, the City annually reimburses the Community Development $25,000.00 to assist the Department in the management of the Community Development Program; and

WHEREAS, Emma Miran has been instrumental in obtaining federal and state grants for the Community Development Program; and

WHEREAS, Emma Miran receives no additional monetary compensation other than the personnel funds authorized under the Regulations applicable to the Community Development Block Grant Program; and

WHEREAS, City Management staff is recommending that the City pay a stipend of $10,000.00 annually directly to Emma Miran effective July 1, 2024 to acknowledge her exceptional service; said payment to be paid in four (4) equal installments of $2,500.00 in September 2024, December 2024, March 2025, and June 2025 and thereafter in subsequent years the same quarterly installments as made in the foregoing first year as set forth above.

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve an annual stipend payment of $10,000.00 directly to Emma Miran effective July 1, 2024 for her exceptional services administering the Community Development Block Grant Program.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Receive communication from the City Manager and act on resolution retroactively approving the purchase agreement between the City and Sutphen Corporation for the City's purchase of a Sutphen SL 100 Aerial Ladder Fire Truck, a copy of which agreement is attached hereto and made a part hereof.

Resolution Number: 2024-192

Sponsor: Joseph Duffy

ATTACHMENTS

resolution purchase agmt retroactive sutphen aerial fire truck 6.3.2024.docx
stuphen SL 100 Aerial Ladder purchase agreement 12.14.2022.pdf

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Using a national cooperative purchasing contract, in the fall of 2022, then Fire Chief Martino and the Fire Department Truck Committee met with a representative of Vander Molen Fire Apparatus to pursue the purchase of a Sutphen SL100 Aerial Ladder Fire Truck. The funds to purchase the truck were included in the City's 2022 Capital Budget. On or about November 15, 2022, Sutphen notified the City of a price increase effective December 15, 2022. Sutphen's quoted price for the truck in November 2022 was $1,499,494.55. If the City did not place its order with the manufacturer prior to December15, 2022, it would have increased the cost of the aerial truck by $75,000.00. To avoid this increase, on December 14, 2022, the City signed a purchase agreement with Sutphen Corporation for the aerial fire truck.

Sutphen has notified the City that the aerial truck is currently being manufactured with an estimated delivery date to the City of mid-October 2024. Full payment to Sutphen will be due upon delivery of the aerial truck. In preparation for payment of the truck, it has been discovered that the then City Council, while having approved the 2022 Capital Budget which included the purchase of an aerial truck, never approved the purchase agreement between the City and Sutphen.

The following resolution retroactively approves the purchase agreement for the price stated above.

Respectfully yours,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager regarding the City's purchase of an aerial fire truck from Sutphen Corporation, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby retroactively approves the purchase agreement between the City and Sutphen Corporation for the City's purchase of a new aerial fire truck, a copy of which agreement is attached hereto and made a part hereof.

ADOPTED BY THE FOLLOWING VOTE

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

SUTPHEN

PURCHASE AGREEMENT

FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT, made and entered into this 14th day of DECEMBER, 2022 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the CITY OF ELMIRA FIRE DEPARTMENT of ELMIRA, NEW YORK, hereinafter called "PURCHASER",

WITNESSETH:

1. PURCHASE: Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.

2. PAYMENT: Purchaser agrees to pay for said apparatus and equipment the total purchase price of ONE MILLION FOUR HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINETY FOUR DOLLARS AND FIFTY FIVE CENTS ($ 1,499,494.55) payable in full upon delivery.

3. DELIVERY: The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at 101 W. SECOND STREET ELMIRA NY 13905 within 22-25 MONTHS approximately after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.

4. SUTPHEN WARRANTIES: Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.

5. TESTING SHORTAGES: The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.

11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By____________________
Sales Representative

Accepted at office
SUTPHEN CORPORATION
6450 Elterman Road
Dublin, Ohio 43016

By Julia Sutphen Phelps
Title V. P.
Date 12-14-22

PURCHASER
THE City of Elmira
By____________________
Title City Manager
Date 12/14/2022

By____________________
Title____________________
Date____________________

Liberty Mutual.
SURETY

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

PERFORMANCE BOND

Bond Number: 019086492

KNOW ALL MEN BY THESE PRESENTS, that we SUTPHEN CORPORATION, as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto CITY OF ELMIRA FIRE DEPARTMENT, as obligee (the "Obligee"), in the penal sum of One Million Four Hundred Ninety Nine Thousand Four Hundred Ninety Four and 55/100 Dollars ($1,499,494.55), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the 14th day of December, 2023, entered into a contract (the "Contract") with the Obligee for ONE SUTPHEN CUSTOM SL100 AERIAL

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

   1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or

   1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or

   1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

      a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee; or

      b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligee for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligee by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.

3. The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 19th day of January, 20 23.

WITNESS / ATTEST

SUTPHEN CORPORATION
(Principal)

By: (Seal)
Name: Drew Sutphen
Title: President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: (Seal)
Kimberly G. Sherrod Attorney-In-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208299-019022

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annmarie Breene; Cathy H. Ho; Erin M. Dennison; George Gionis; Jaquanda S. Martin; Joanne C. Wagner; Kimberly G. Sherrod; Lori S. Shelton; Marisa Thielen; Patricia A. Rambo; Pedro Gonzalez, Jr.; Sara Owens; Vicki Johnston; Wayne G. McVaugh

all of the city of Philadelphia state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of July, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Agenda Summary: Receive communication from the City Manager and act on resolution approving two 5-yr contracts with Otis Elevator Company for maintenance on elevators in Centertown Parking Garage and City Hall at an initial monthly cost of $1,124.44 and maintenance on the disabled lift in City Hall at an initial monthly cost of $103.81 commencing retroactively to January 1, 2024 and expiring December 31, 2028 and authorizing the Mayor to execute the contracts, copies of which are attached hereto; said contract subject to Corporation Counsel approval.

Resolution Number: 2024-193

Sponsor: Corey Cooke

ATTACHMENTS

resolution 5-yr otis elevator 2024-2028 maintenance agmts 6.3.2024.doc
2024-2028 otis elevator maintenance agmt - elevators.pdf
2024-2028 Otis Elevator maintenance agmt -lift.pdf

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In 2016, the County Buildings and Grounds Department recommended that the City utilize the services of Otis Elevator Company for the maintenance of the City's elevators. The County negotiated contract prices with Otis to service the City's equipment. The monthly maintenance fee for the Centertown Garage and City Hall elevators is $1,124.44. The maintenance fee for the disabled lift in City Hall is $103.81 per month.

The following resolution authorizes two (2) contracts with Otis for maintenance services for a five-year term effective retroactively to January 1, 2024 through December 31, 2028.

Respectfully yours,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember___________:

RESOLVED, that the communication from the City Manager regarding contracts for maintenance of City elevators in Centertown Garage and City Hall and the disabled lift in City Hall with Otis Elevator Company, 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 two (2) five-year contracts with Otis, commencing retroactive to January 1, 2024 through December 31, 2028, one being for the maintenance of the City's elevators in the Centertown Garage and City Hall at an initial monthly cost of $1,124.44 and the other for the maintenance of the disabled lift in City Hall at an initial monthly cost of $103.81; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the contracts, copies of which are attached; said contracts to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

Signature Service

Signature Contract

Signature Service

ACCOUNT NAME & ADDRESS	City of Elmira Acct 317 E. CHURCH ST ELMIRA, NY 14901
CUSTOMER NAME & CONTACT INFO	Kyle Sullivan (607) 737 -5754 ksullivan@cityofelmira.net

CONTRACT SUMMARY

MAINTENANCE	Overview of your preventative maintenance plan and which parts are included
RELIABILITY & RESPONSIVENESS	Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs
COMMUNICATION	Summary of the many ways for you to communicate with us and receive information from us
SAFETY & ENVIRONMENT	Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment
SCHEDULE & CLARIFICATIONS	Terms and conditions about our regular working hours, insurance coverage and legal requirements
PAYMENT & ACCEPTANCE	Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS	**Price : $1,124.44 per month, payable annually in advance** **Duration : five (5) year(s)**
DELIVERING THE PROMISE	*We look forward to delighting you with world class service.*

Signature Service

Otis Maintenance

OTIS MAINTENANCE

3/11/2024

CUSTOMER NAME
City of Elmira Acct
317 E. CHURCH ST
ELMIRA, NY 14901

OTIS ELEVATOR COMPANY
2 TOWNLINE CIRCLE
ROCHESTER, NY 14623

PROJECT LOCATION
ELMIRA CITY HALL
317 CHURCH STREET
ELMIRA, NY 14902

CENTER TOWN PARKING GARAG
101 W GRAY ST
ELMIRA, NY 14901

PROPOSAL NUMBER
QTE-001856609

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Geared	OTIS	ONLY ELV	28886
3	Hydraulic	Westinghouse	ELV A, 737-5742, ELV C, ELV B, 737-5752	C75573, C75575, C75574

CONTRACT PRICE

The contract net price is one thousand one hundred twenty-four and 44/100 dollars ($1,124.44) per month, payable annually in advance.

If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

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OTIS MAINTENANCE

ADVANCED PAYMENT DISCOUNT
Beginning on the Effective Date, payments will be made Annually in advance. An Advanced Payment Discount of 2.00% is reflected in the net billing amount.

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full contract price.

When the anniversary date of the commencement of the service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this contract.

TERM & RENEWAL
The Commencement Date will be 1/1/2024. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

PAYMENT
Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY
The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of $5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	$5.00	

AUTOPAY
Visit https://otis.payinvoicedirect.com to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT
The Contract Price will be adjusted annually at the fixed rate of 3.0% for the duration of this contract.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)
We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

Replacing wire rope and coated steel belts, equalizing the tension on hoisting ropes, resocketing ropes for drum machines, or repairing or replacing conductor cables and hoistway and machine-room elevator wiring is excluded. No service other than that specifically stated as covered is included or intended.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not

Signature Service

hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMS™ program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.
Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Signature Service

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE
Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS
You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT
You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT
In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS
You agree not to permit others to make alterations, additions, adjustments, or repairs to the equipment without first notifying us.

TELEPHONE
Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY
The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal

Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

NOTICE OF TRANSFER OF INTEREST IN PROPERTY

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations. You agree to undertake best efforts to assign the contract to the new owner or successor of the building.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate; Automobile Liability in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the $1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the $1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

Signature Service

SUBMITTED BY: Alyson Spallina
TITLE: Associate, Client Relationship Mgmt
E-MAIL: Alyson.Spallina@otis.com

Accepted in Duplicate

City of Elmira Acct	Otis Elevator Company
Date:__________	Date:__________
Signed: __________	Signed: __________
Print Name: __________	Print Name: Tom Salzberg
Title: __________	Title: Director & GM, Upstate New York
Email: __________	Email: tom.salzberg@otis.com

Company Name: City of Elmira Acct

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent __________

OTIS MAINTENANCE

Signature Service

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: City of Elmira Acct	Name: Charmain Cattan
Address: 317 E. CHURCH ST	Phone Number: (607) 737-5658
Address 2:	Email: ccattan@cityofelmira.net
City: ELMIRA	Email Address for Invoice Delivery: ccattan@cityofelmira.net
State: NY	Email Address for Statement Delivery (if different from above): ksullivan@cityofelmira.net
Zip Code: 149012718	

OTIS MAINTENANCE

TAX STATUS

Are you tax exempt? (Check one)

Yes	No

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No

If yes to above, please provide contact for PO renewal:

Name: ______________________

Phone: ______________________

Email Address: ______________________

Purchase Order Expiration Date: ______________________

Purchase Order Number: ______________________

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)			

Otis Signature Service

OTIS MAINTENANCE

NON-CONTRACTUAL SERVICES

	Yes	No
Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)		

	PO#	Value
If providing a blanket PO, please provide PO# and value:		

WORK ORDER MANAGEMENT

	Yes	No
Do you require enrollment in a workorder management system?		

Please provide system name: ______________________

CERTIFICATE OF INSURANCE

	Yes	No
Do you require a certificate of insurance?		

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name: ______________________

Certificate Holder Address: ______________________

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address) ______________________

	Yes	No
Do you require upload of your certificate to a third party site?		

If yes, please provide site name: ______________________

Signature Service

Signature Contract

Signature Service

ACCOUNT NAME & ADDRESS	CITY OF ELMIRA LIFT 317 E. CHURCH ST ELMIRA, NY 14901
CUSTOMER NAME & CONTACT INFO	Kyle Sullivan (607) 737-5754 ksullivan@cityofelmira.net

CONTRACT SUMMARY

MAINTENANCE	Overview of your preventative maintenance plan and which parts are included
RELIABILITY & RESPONSIVENESS	Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs
COMMUNICATION	Summary of the many ways for you to communicate with us and receive information from us
SAFETY & ENVIRONMENT	Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment
SCHEDULE & CLARIFICATIONS	Terms and conditions about our regular working hours, insurance coverage and legal requirements
PAYMENT & ACCEPTANCE	Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS	**Price : $103.81 per month, payable annually in advance** **Duration : five (5) year(s)**
DELIVERING THE PROMISE	*We look forward to delighting you with world class service.*

Signature Service

Otis Service

3/11/2024

CUSTOMER NAME
CITY OF ELMIRA LIFT
317 E. CHURCH ST
ELMIRA, NY 14901

OTIS ELEVATOR COMPANY
2 TOWNLINE CIRCLE
ROCHESTER, NY 14623

PROJECT LOCATION
ELMIRA CITY HALL
317 CHURCH STREET
ELMIRA, NY 14902

PROPOSAL NUMBER
QTE-001856743

OTIS SERVICE

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Other	Independent	LIFT #1	F83957

CONTRACT PRICE

The contract gross price is one hundred three and 81/100 dollars ($103.81) per month, payable annually in advance.

If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

TERM & RENEWAL

The Commencement Date will be 1/1/2024. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of $5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	$5.00	

AUTOPAY

Visit https://otis.payinvoicedirect.com to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted annually at the fixed rate of 3.0% for the duration of this contract.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails,

car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMS™ program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TEST – OTHER
We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

TRAVEL TIME AND EXPENSE

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.
Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Signature Service

OTIS SERVICE

Service requests outside of regular working hours will be billed at standard overtime rates.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limite/d to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

Signature Service

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

OTIS SERVICE

Signature Service

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You agree not to permit others to make alterations, additions, adjustments, or repairs to the equipment without first notifying us.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Signature Service

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

NOTICE OF TRANSFER OF INTEREST IN PROPERTY

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations. You agree to undertake best efforts to assign the contract to the new owner or successor of the building.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

Signature Service

OTIS SERVICE

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate; Automobile Liability in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the $1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the $1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

Signature Service

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

OTIS SERVICE

Signature Service

SUBMITTED BY: Alyson Spallina
TITLE: Associate, Client Relationship Mgmt
E-MAIL: Alyson.Spallina@otis.com

Accepted in Duplicate

CITY OF ELMIRA LIFT	Otis Elevator Company
Date:_______________	Date:_______________
Signed: _______________	Signed: _______________
Print Name: _______________	Print Name: Tom Salzberg
Title: _______________	Title: Director & GM, Upstate New York
Email: _______________	Email: tom.salzberg@otis.com

Company Name: CITY OF ELMIRA LIFT

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent _______________

OTIS SERVICE

Signature Service

OTIS SERVICE

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: CITY OF ELMIRA LIFT	Name: Charmain Cattan
Address: 317 E. CHURCH ST	Phone Number: (607) 737-5658
Address 2:	Email: ccattan@cityofelmira.net
City: ELMIRA	Email Address for Invoice Delivery: ccattan@cityofelmira.net
State: NY	Email Address for Statement Delivery (if different from above): ksullivan@cityofelmira.net
Zip Code: 149012718	

TAX STATUS

Are you tax exempt? (Check one)

Yes	No

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No

If yes to above, please provide contact for PO renewal:

Name: ______________________

Phone: ______________________

Email Address: ______________________

Purchase Order Expiration Date: ______________________

Purchase Order Number: ______________________

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)			

Signature Service

NON-CONTRACTUAL SERVICES

	Yes	No
Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)		

	PO#	Value
If providing a blanket PO, please provide PO# and value:		

WORK ORDER MANAGEMENT

	Yes	No
Do you require enrollment in a workorder management system?		

Please provide system name: ______________________

CERTIFICATE OF INSURANCE

	Yes	No
Do you require a certificate of insurance?		

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name: ______________________

Certificate Holder Address: ______________________

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address) ______________________

	Yes	No
Do you require upload of your certificate to a third party site?		

If yes, please provide site name: ______________________

OTIS SERVICE

Agenda Summary:	Receive communication from the City Manager and act on resolution authorizing and approving contracts with Otis Elevator for elevator upgrades/updates on the 2 elevators servicing the Centertown Parking Garage in the amount of $192,998.11 for each elevator; said contracts being awarded by the City "piggybacking" under a County contract with Otis elevator, a copy of the identical contract for each elevator is attached hereto, and authorizing the Mayor to execute the contracts and any other documents necessary to initiate the updates; said contracts subject to Corporation Counsel approval.
Resolution Number:	2024-194
Sponsor:	Corey Cooke

ATTACHMENTS

resolution otis elevator updating elevators contracts centertown parking garage 6.3.2024.docx
contract with Otis Elevator - updating.pdf

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

As part of the renovations to the Centertown Parking Garage, it has been recommended that the City enter into contracts with Otis Elevator, the Company which initially installed the elevators, to update the two elevators at Centertown Parking Garage.

The County has a contract with Otis Elevator through which the City will piggyback in lieu of publishing for individual bids. It has been recommended that the City remain with Otis Elevator which is knowledgeable as to the current elevators. Otis has made recommendations as to the undertaking of updating the elevator.

The following resolution authorizes awarding the updated work to Otis Elevator.

Respectfully yours,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember____________________:

RESOLVED, that the communication from the City Manager regarding the updating by Otis Elevator of the two elevators servicing Centertown Parking Garage, be received and placed on file; and be it further

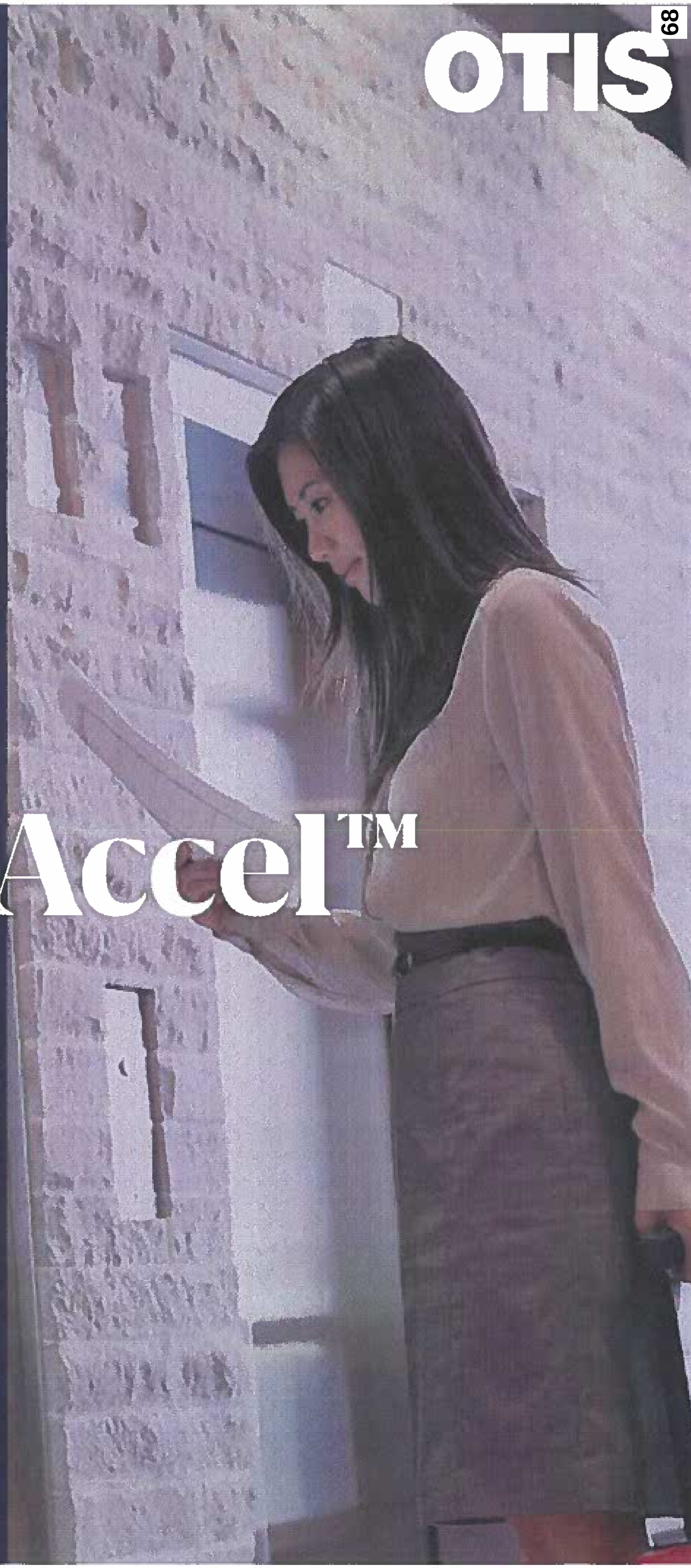
RESOLVED, the City Council of the City of Elmira, York does hereby authorize and approve contracts with Otis Elevator in the amount of $192,998.11 for each elevator update; said contracts being awarded by the City "piggybacking" under a County contract with Otis Elevator, a copy of the identical contract for each elevator is attached hereto; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the contracts with Otis Elevator and any other documents necessary to initiate the updates; said contracts subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

OTIS



HydroAccel™

OTIS

Otis HydroAccel™ Hydraulic Control System

10/25/2023

CUSTOMER NAME	LOCAL OFFICE
City of Elmira 101 Gray St. Elmira, NY 14901	Otis Elevator 2 Townline Circle Rochester, NY 14623

PROJECT LOCATION	PROPOSAL NUMBER
Center City Parking 317 E. CHURCH ST Elmira, NY 14901	QTE-001765362

Proposal will be added to OMNIA Partners Purchasing Agreement #2019.001563

We propose to furnish labor and material to provide a microprocessor based HydroAccel control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing hydraulic elevators.

Section 1

UNITS

DUTY

The present capacity and speed of the elevators will be retained as follows:

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)
C75573	2500	120

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained as follows:

OPENINGS	
Front	Rear
7	0

Section 2

OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + ¼" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

NEW REMOTE ELEVATOR MONITORING MAINTENANCE

A microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis will be provided. The system will notify a dispatching center that the elevator is inoperative by sending a message via telephone line **(Provided by others. See "Work By Others" section.)** This makes it possible to have a mechanic dispatched rapidly in response to such a message.

The monitoring equipment will remain the property of Otis.

Section 3

MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply 3-phase alternating current will be retained with the new equipment arranged for this power supply.

NEW CONTROLLER

A microprocessor based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

NEW SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

NEW PUMP MOTOR

The existing motor will be replaced with a motor that is of the same power characteristics and starting configuration as presently exists.

POWER UNIT

NEW SUBMERSIBLE

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

NEW VALVE

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

NEW AUT-O-SAFE®

We propose to furnish and install an Emergency Return Unit (ERU) providing auxiliary power to your hydraulic elevator. In the event of a primary power failure or a single-phase condition, the ERU is designed to automatically return the elevator to its lowest landing at normal speed and allow all passengers to exit safely.

Section 4

DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

NEW CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be replaced with new.

NEW HOISTWAY ENTRANCES
The present hoistway entrances will be replaced as follows.

NEW HOISTWAY DOOR TRACKS AND HANGERS
The present hoistway door tracks and hangers shall be replaced with new.

NEW HOISTWAY DOOR RESTRICTORS
Folding hoistway door restrictors shall be installed.

Section 5

HOISTWAY EQUIPMENT

RETAIN HOISTWAY OPERATING DEVICES
The existing hoistway operating devices shall be retained.

RETAIN CAR GUIDES
The existing car guides shall be retained.

NEW CAB INTERIOR
A new elevator car interior shall be provided with 3 laminate wall panels (side, rear) and new LED ceiling - Final finish selection shall be laminate from our standard selection.

NEW PIT SWITCH
An emergency stop switch shall be located in the pit accessible from the pit access door.

RETAIN SPRING BUFFERS
The existing spring buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.
Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.
This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.

- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.

Meet applicable building and elevator codes.
Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6

CAR FIXTURES

NEW CAR OPERATING PANEL

A car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

NEW AUDIBLE SIGNAL

Equipment shall be furnished to allow an audible announcement in each car of the name of the next selected landing at which the elevator will stop and the committed direction of travel. Several advisory messages shall also be available to indicate the need for elevator on special service or passenger delay of elevator.

Section 7

HALL FIXTURES

NEW HALL BUTTONS
New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

NEW HALL LANTERNS
Direction lanterns shall be provided at all hoistway entrances, with "UP" and "DOWN" indicators at intermediate landings and single indicators at terminal landings. A chime shall sound once for the "UP" direction and twice for the "DOWN" direction to announce the impending arrival of the associated elevator car.

NEW HALL POSITION INDICATOR
Hall position indicators shall be installed. The position of the car in the hoistway shall be shown by the illumination of the indicator corresponding to the landing that the car is stopped or passing.

Section 8

WORK BY OTHERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING
All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING
Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 60°F and 100°F. The relative humidity should not exceed 95 percent non-condensing.

BUILDING POWER
Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing, and adjusting the elevator. Power of permanent characteristics to be provided to properly

operate all the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum ¾ inch holes.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

OTIS

GROUND WIRE
Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Phone Only
Provide a continuously monitored phone line terminating at Otis controller.

EMERGENCY COMMUNICATIONS – Voice / Video / Text
Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code, as applicable. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group. Provide a dedicated RJ45 internet network connection in each control room, minimum download speed 5Mbps per elevator, minimum upload speed 1Mbps per elevator.

EMERGENCY COMMUNICATIONS – Intercom
Provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet in machine room located as required for communications system.

ELEVATOR MANAGEMENT SYSTEM (EMS)
Provide a 120VAC 15A single phase power supply with two duplex GFCI outlet and fused disconnect switch (or circuit breaker) located in areas containing EMS equipment (typically machine room, fire command center, and/or building security station). Where Web based EMS supplied, provide CAT-5 cable from elevator machine room to EMS terminal locations.

TEMPORARY CROSS DISPATCHING (CDT)
For each group provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet located in elevator machine room.

COMPASS
For each group provide a 120 volt AC, 15 amp, single-phase power with GFCI outlet in the machine room with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position.

GFCI OUTLETS
Provide 120volt GFCI type convenience outlets in the machine room and in each pit. . Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor

CAR LIGHT POWER SUPPLY AND DISCONNECT
For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

REMOTE MONITORING POWER SUPPLY AND DISCONNECT

Provide a separate 120 volt, 15 amp, single-phase power supply with fused SPST disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.

REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS

Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.

INFORMATION DISPLAY POWER SUPPLY AND DISCONNECT

Provide a separate 120-volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for information display terminal and controller of information display when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

REMOTE PANELS

Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

EMERGENCY (STANDBY) POWER

If emergency power is available, verify and provide the following:

a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.

b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.

c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.

d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS and Compass dispatching systems (if applicable).

e. Power for machine room lighting, ventilation and cooling means.

ROOF LIGHTING
Lighting is required to illuminate machine room access paths on the roof.

LIGHTING
Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

PROJECT BEING "DRIED-IN"
Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS
Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER
Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY
Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION
Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES
Provide a 75o angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SIDE COUNTERWEIGHT GUARDING
Provide and install guarding of counterweights in a multiple elevator hoistway as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1 – 2007, section 2.3.2.3.

SUMP HOLE GRATING
Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

ADDITIONAL STOPS/OPENINGS

Extend the existing hoistways and add additional landing(s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.
- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.
- Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
- Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
- Supply and install adequate support for guide rail fastening, including separator beams where required.
- Provide adequate fastening for hoistway entrances and sills.
- Provide finished floor elevation reference height at time of installation of new entrance sills.

- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0,", or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

Section 9

GENERAL REQUIREMENTS

FORCE MAJEURE

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond it's reasonable control including, but not limited to acts of God or nature: fire: explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

LIMITATION ON DAMAGES

Notwithstanding anything else in this Contract, in no event (including third party claims) shall either party by liable for any indirect, incidental, collateral, special, punitive, liquidated or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss of business opportunity, or harm to business reputation, whether foreseeable and whether arising in contract, tort, strict liability or otherwise.

It is agreed and understood that these liquidated damages are the parties' sole and exclusive remedy for recovery of actual or direct damages that either party might seek for a breach of the Contract.

Neither parties liability to the other for any reason (except for personal injuries) arising from this Contract shall exceed the value of the Contract.

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of **two thousand ($2,000) dollars.** We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain General Liability coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, Automobile Liability in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits. Employer's Liability in the amount of $1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent entities and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **fifty percent (50%)** of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/"LABOR PROGRESS PAYMENTS"

- This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is acceptable by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.

- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES		
Total Base Contract Value With Omnia Discount: $192,998.11		
DUE DATE	**DESCRIPTION**	**VALUE**
Upon Award	**50%** "Initial Down Payment"	$96,499.05
Upon Material Delivery	**25%** "Material Delivery Payment"	$48,249.53
Upon Substantial Completion of Each Elevator	**25%** "Labor Progress Payments"	$48,249.53

Otis may add a surcharge to the Purchase Price to compensate for changes to import tariffs implemented by the United States government. The surcharge will be in an amount as determined by Otis that either approximates the increase in cost to the actual products imported hereunder due to such tariff increases, or in an amount that allocates the overall increases in import tariffs across Otis' United States business to this project in proportion to the amount of imported materials allocated to this project.

LEAD TIME AND DURATION

We anticipate approximately 16-20 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 5 weeks per car

All work will be performed during our regular working hours of our regular working days.

SCHEDULE

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

This proposal is bid with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery. If Otis is unable to order materials in a timely manner due to delays by others, or if delivery is requested at a later date, you shall be responsible for all cost increases incurred by Otis. An extra charge will be assessed for any double handling or re-transportation of elevator material.

OTIS

CODE CLARIFICATIONS
ASME A17.1/CSA B44 (2019) –

NY State Clarification
ASME A17.1 / CSA B44 (2016 or earlier): It is our understanding that the 2020 Building Code of New York State is NOT applicable to this project. Otis has included an emergency communication system that conforms to ASME A17.1 / CSA B44 (2016 or earlier), Requirement 2.27.1.1. It should be noted that at the present time there is a potential conflict concerning the emergency communication system requirements between 2020 Building Code of New York State and ASME A17.1 -2016 (Safety Code for Elevators and Escalators). WBO Contractor will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

2020 Building Code of New York State – elevator emergency comm.
Otis has Included an additional elevator emergency communication requirements conforming to 2020 Building Code of New York State, including an emergency communication system that conforms to, Requirement 3000.1.2 for two-way voice, video & text emergency communication.
WBO
Contractor will provide a dedicated RJ45 internet network connection to each elevator controller. Additional internet network details and requirements will be provided by Otis at a later date.

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The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE **$192,998.11** "Cost w/o Tax"
One Hundred Ninety Two thousand Nine Hundred Ninety
Eight Dollars and Eleven Cents

This price is based on a **fifty percent (50%)** downpayment in the amount of $96,499.05

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: **Paul Loncharic**
[Sales Rep]

OTIS

CUSTOMER	**OTIS ELEVATOR COMPANY**
Approved by Authorized Representative	Approved by Authorized Representative
Date: ____________	Date: ____________
Signed: X ____________	Signed: X ____________
Print Name: Daniel J. Mandell, Jr.	Print Name: ____________
Title: Mayor	Title: ____________
Name of Company: City of Elmira	

Resolution NO. 2024-_______

OTIS

TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to all the equipment furnished hereunder when final payment for such material is received by us. In addition, you shall be granted a license to use any software incorporated into any such equipment solely for operating such equipment.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

Agenda Summary: Receive communication from the City Manager and act on resolution accepting the bid and awarding a contract to R. DeVincentis Construction, Inc., the lowest bidder meeting bid specifications as set forth on the attached bid summary, in the total amount of $2,940,000.00 for the Fassett Road Stormwater Project from Cornell Road to Hoffman Street and authorizing the Mayor to sign such documents necessary to effect the award; said documents subject to Corporation Counsel approval.

Resolution Number: 2024-195

Sponsor: Mayor Mandell

ATTACHMENTS

resolution fassett rd stormwater project bid award to devincentis construction 6.3.2024.docx
fassett rd stormwater syste project bid summary 6.3.2024.pdf

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the City's Fassett Road Stormwater System Project (Cornell Rd to Hoffman St), bids were opened on May 21, 2024. Commissioner Avery of Public Works Department and the City Design Consultant LaBella Associates recommend awarding this contract to R. DeVincentis Construction, Inc., the lowest responsible bidder meeting all bid specifications. The total amount for Fassett Road Project is $2,940,000.00. A copy of the bid summary sheet is attached.

The following resolution awards the contract to R DeVincentis Construction, Inc.

Respectfully yours,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember____________________:

RESOLVED, that the communication from the City Manager regarding the award of a contract to R. DeVincentis Construction, Inc. for the Fassett Road Stormwater Project from Cornell Road to Hoffman Street, be received and placed on file; and be it further

RESOLVED, the City Council of the City of Elmira, York hereby accepts the bid of R. DeVincentis Construction, Inc., in the total amount of $2,940,000.00, said bidder being the lowest bidder meeting bid specifications; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign such documents as necessary to effect this award.

ADOPTED BY THE FOLLOWING VOTE

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

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-311 Fassett Road Improvement Project

Bid Opening: May 21, 2024

Bidders	Bothar Construction	Marcy Excavation Services	R Devincentis Construction	Wenzel Landscaping	Ramsey Construction Inc	Dalrymple Gravel & Contracting
Addendums 1-5	Received	Received	Received	Received	Received	Received
Surety	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Total Gross Sum Bid	$3,247,477.97	$3,573,089.00	$2,940,000.00	$3,933,333.00	$3,386,643.90	$3,737,789.45

Agenda Summary: Receive communication from the City Manager and act on resolution approving the Elmira Church/Water Streets Gateway Study be conducted by Fisher Associates at a total cost not to exceed $105,000.00 with the City contributing $21,000.00 and federal funding contributing $84,000.00 and authorizing the Mayor to execute all documents necessary to effect the study; said documents subject to Corporation Counsel approval.

Resolution Number: 2024-196

Sponsor: Gary Brinn

ATTACHMENTS

resolution elmira church-water sts gateway study fisher associates 6.3.2024.docx

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Public Works Department has recommended that the City undertake a study entitled Elmira Church/Water Streets Gateway Study (Study). The Public Works Department is recommending that Fisher Associates of Rochester, New York undertake the Study. The total cost of the Study is $105,000.00, with the City contributing $21,000.00 and federal funds of $84,000.00 (Carbon Reduction Funds).

The following resolution authorizes Fisher Associates to undertake the Study at a total cost not to exceed $105,000.00.

Respectfully yours,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager regarding the Elmira Church/Water Streets Gateway Study (Study), 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 Elmira Church/Water Streets Gateway Study; and be it further

RESOLVED, that the City Council authorizes that the Study be conducted by Fisher Associates at a total cost not to exceed $105,000.00, with the City contributing $21,000.00 and federal funding contributing $84,000.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effect the Study; said documents to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Act on resolution approving the extension of the PILOT agreement between the City and Eastgate Apartments under the same terms and conditions as set forth in the current agreement to the date in 2025 on which Home Leasing acquires title to Eastgate Apartments.
Resolution Number:	2024-197
Sponsor:	Joseph Duffy

ATTACHMENTS

resolution home leasgin eastgate apts PILOT extension 6.3.2024.docx

June 3, 2024

RESOLUTION
NO. 2024 - ____

By Councilmember _________________:

WHEREAS, Home Leasing is the property manager for Eastgate Apartments; and

WHEREAS, the City currently has a PILOT agreement with Eastgate Apartments; and

WHEREAS, Home Leasing is intending to purchase Eastgate Apartments in the first half of 2025; and

WHEREAS, the City has proposed to Eastgate/Home Leasing to extend the current PILOT agreement under the same terms and conditions set forth therein to the date Home Leasing closes on its purchase of Eastgate Apartments in 2025 at which time the City and Home Leasing will enter into discussions for a new PILOT;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the extension of the PILOT agreement between the City and Eastgate Apartments under the same terms and conditions as set forth in the current agreement to the date in 2025 on which Home Leasing acquires title to Eastgate Apartments.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a no-cost time extension of NYSDOT Contract #D035294 for the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project (PIN 6754.90) to December 31, 2025 and authorizing the Mayor to execute the "No-Cost Time Extension of Local/Miscellaneous Contract".
Resolution Number:	2024-198
Sponsor:	Jackie Wilson

ATTACHMENTS

resolution NYSDOT no-cost time extension 2 PIN 6754.90 bridge rehab main st over chemung river phase 2 6.3.2024.doc

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Construction of the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project (PIN #6754.90 – BIN 2215540) with an original contract period from 5/21/2017 and expired 12/31/2020. By Resolution 2022-147, Council approved extension of contract #D035294 to 12/31/2023 to complete the Project. New York State Department of Transportation has requested another no-cost time extension to contract #D035294 completion date to December 31, 2025. The reason for the extension is to allow for the Project Specific Audit completion and submission to Main Office for review and approval of said audit without changing the current amount of the State/Local Agreement.

The following resolution authorizes the Mayor to execute a "No-Cost Time Extension of Local/Miscellaneous Contract" Bridge Rehabilitation Main Street over Chemung River Phase 2 for the Project to December 31, 2025.

Respectfully yours,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember ___________________:

RESOLVED, that the communication from the City Manager regarding the extension of NYSDOT completion date for contract #D035294 for the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project (PIN 6754.90), 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 no-cost time extension of the contract to December 31, 2025 for the above-referenced Project; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a No-Cost Time Extension of Local/Miscellaneous Contract" for the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a no-cost time extension of NYSDOT Contract #D036102 for the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project (PIN 6755.31) to December 31, 2025 and authorizing the Mayor to execute the "No-Cost Time Extension of Local/Miscellaneous Contract".
Resolution Number:	2024-199
Sponsor:	Jackie Wilson

ATTACHMENTS

resolution NYSDOT no-cost time extension 2 PIN 6755.31 bridge rehab main st over chemung river phase 2 6.3.2024.doc

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Construction of the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project (PIN #6755.31 – BIN 2215540) with an original contract period from 1/31/2019 and expired 12/31/2022. By Resolution 2022-148, Council approved extension of contract #D036102 to 12/31/2023 to complete the Project. New York State Department of Transportation has requested another no-cost time extension to contract #D036102 completion date to December 31, 2025. The reason for the extension is to allow for the Project Specific Audit completion and submission to Main Office for review and approval of said audit without changing the current amount of the State/Local Agreement.

The following resolution authorizes the Mayor to execute a “No-Cost Time Extension of Local/Miscellaneous Contract” Bridge Rehabilitation Main Street over Chemung River Phase 2 for the Project to December 31, 2025.

Respectfully yours,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 - ______

By Councilmember________________________:

RESOLVED, that the communication from the City Manager regarding the extension of NYSDOT completion date for contract #D036102 for the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project (PIN 6755.31), 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 no-cost time extension of the contract to December 31, 2025 for the above-referenced Project; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a No-Cost Time Extension of Local/Miscellaneous Contract" for the Bridge Rehabilitation Main Street over Chemung River Phase 2 Project.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:	Receive communication from the City Manager and act on resolution granting Gurdeep Singh d/b/a RS Food Mart a license to use the City's Right-of-Way for customer parking for a term of one year commencing on June 15, 2024 and expiring on June 14, 2025 for an annual license fee to be paid by him to the City of $500.00 and authorizing the Mayor to execute a License Agreement; said Agreement subject to Corporation Counsel approval.
Resolution Number:	2024-200
Sponsor:	Corey Cooke

ATTACHMENTS

resolution RS food mart-singh 2024-2025 license agreement 809 lake st 6.3.2024.docx
RS Food Mart 2024-2025 - license agmt - 809 lake st.doc

June 3, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City of Elmira is the owner of a certain Right-of-Way located within the City and commonly referred to as a portion of Lake Street, more particularly that portion of Lake Street north of Harper Street, which presently is closed to through-traffic (hereinafter Right-of-Way). Gurdeep Singh d/b/a RS Food Mart, Inc. is desirous of having his customers to continue to park upon said Right-of-Way held by the City. The current License Agreement with Mr. Singh/RS Food Mart, Inc. expires June 14, 2024.

The following resolution grants the license and authorizes the Mayor to execute a new License Agreement with Gurdeep Singh effective from June 15, 2024 to June 14, 2025. Singh will pay the City an annual license fee of $500.00 (10 spaces x $50.00 per space).

Respectfully yours,

P. Michael Collins
City Manager

June 3, 2024

RESOLUTION
NO. 2024 – ______

By Councilmember ______________________:

RESOLVED, that the communication from the City Manager regarding the City granting to Gurdeep Singh d/b/a RS Food Mart, Inc. a License Agreement to continue to utilize the City's Right-of-Way (that portion of Lake Street north of Harper Street) for customer parking for a one-year term commencing upon the execution of the Agreement, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby grant to Gurdeep Singh d/b/a RS Food Mart, Inc. a license to use the City's Right-of-Way (that portion of Lake Street north of Harper Street) for customer parking for a term of one (1) year commencing on June 15, 2024 and expiring on June 14, 2025 upon the execution of the Agreement, and in consideration for such permission, Singh will pay an annual license fee to the City in the amount of $500.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a License Agreement containing the aforementioned provisions; said License Agreement subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

LICENSE AGREEMENT

THIS AGREEMENT made this ______ day of _____________, 2024 by and between

CITY OF ELMIRA, a municipal corporation having its principal office and place of business at 317 East Church Street, Elmira, NY 14901, hereinafter called "City",

and

GURDEEP SINGH, d/b/a RS Food Mart Inc., with a business located at 804 Lake Street, Elmira, NY 14901, hereinafter "Singh",

W I T N E S S E T H:

WHEREAS, the City of Elmira is the owner of a certain Right-of-Way located within the City and commonly referred to as a portion of Lake Street, more particularly that portion of Lake Street north of Harper Street, which presently is closed to through-traffic, (hereinafter Right-of-Way); and

WHEREAS, Singh is desirous of having his customers park upon said Right-of-Way held by the City; and

WHEREAS, the City is desirous of granting Singh permission to allow said customer parking so as to foster the City's efforts in promoting commerce within the City;

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

1. ***License***: The City hereby grants to Singh permission to use the Right-of-Way held by the City for the purpose of RS Food Mart Inc. customer parking. Singh shall not use the Right-of-Way for any other purpose without the prior written consent of the City.

2. ***Term and Option***: This License Agreement may be terminated at any time by the City of Elmira; term of the Agreement shall be for one (1) year effective from June

15, 2024 and expiring on June 14, 2025. To cancel renewal of this Agreement, Singh must notify the City in writing of his election not to renew this Agreement no later than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal.

3. ***Fee***: In consideration for the right to use the Right-of-Way, Singh shall pay at the time of the execution of this Agreement to the City the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS per year.

4. ***Structural Changes/Improvements***: Singh shall not make any structural changes to the Right-of-Way without the prior written consent of the City.

5. ***Insurance/Indemnification***: Singh shall maintain throughout the entire term of this Agreement, at his sole cost and expense, a certificate of insurance naming the ***City of Elmira, its officers, employees and agents as additional insureds on a primary basis***. The policy must provide minimum coverage of $1,000,000.00 per occurrence and $2,000,000.00 aggregate, and which policy must be acceptable to the City's Corporation Counsel.

Singh shall defend and indemnify and save harmless the City, its officers and employees, against all liability, judgments, costs, damages and expenses (including reasonable attorneys' fees) upon any claim for injuries to or death of any persons or damage to any property arising as a result of Singh's, his employees', agents', invitees', and representatives' use of the Right-of-Way, and Singh shall further indemnify and hold harmless the City of Elmira, its officers and employees against any and all claims, judgments, losses and expenses (including reasonable attorneys' fees), premised either directly or indirectly upon any violation of federal law or regulations, State of New York laws, rules or regulations, and any local ordinance by Singh, his employees, or agents.

Singh shall be solely responsible for the safety and protection of all persons, property and equipment participating in, or used in, the operation of the business.

6. ***Certificates/Permits***: Prior to the commencement of any operations, Singh shall obtain any and all permits necessary for the conduction of the business and shall file

with the Chemung County Clerk a certificate of doing business under an assumed name, if applicable, and shall provide a copy of said certificate, stamped with the date and time of filing with the County Clerk, to the City's Law Department.

7. ***Termination***: The City shall have the right to terminate this Agreement for any reason upon written notice to Singh. The City shall have no liability or obligation to pay Singh all or any portion of the expenses incurred by him for any improvements or alterations to the Right-of-Way.

8. ***Default***: Any failure by Singh to comply with the terms and conditions of this Agreement shall constitute an event of default, in which case the City may terminate this Agreement upon written notice. The City's failure to declare Singh in default shall not constitute a waiver by the City of its right to declare Singh in default at any time in the future during the term of this Agreement.

9. ***Building Condition***: Upon expiration or termination of this Agreement, Singh shall return the Right-of-Way to the City in a clean and neat condition, subject to any alterations or improvements which shall become the property of the City.

10. ***Nondiscrimination Clause***: Singh, his employees, agents, representatives and volunteers shall not discriminate against any person because of age, race, creed, sex, color, disability, national origin or marital status.

11. ***Assignment***: Singh shall not assign this License Agreement without the prior written consent of the City.

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

13. ***Notices***: Any notices pursuant to this Agreement may be served either personally or by certified mail, return receipt, to the address of each of the parties set forth herein above, or to such other address as either party may notify the other.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the date set forth opposite their respective signatures.

CITY OF ELMIRA, NEW YORK

Dated: _____/_____/2024 ***By:*** ________________________________
Daniel J. Mandell, Jr.
Mayor
Resolution No.: 2024 - _____

Dated: _____/_____/2024 ___________________________________
Gurdeep Singh
d/b/a RS Food Mart, Inc.

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

Resolution Number: 2024-201

Sponsor: Nan Moss

ATTACHMENTS

06-03-2024 audit (LEAD).doc

June 3 2024

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

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$285,821.84** are hereby audited for payment for the LEAD Hazard Reduction Grant, June 3, 2024.

ADOPTED BY THE FOLLOWING VOTE

AYES **NAYS**

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

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	$ 2,900.00
Credit Checks	AmRent	invoice # 4824313	$ 47.30
ADP	ADP	invoice # 660106278	$ 43.68
Lead Inspections	Eco-Testing Services LLC	invoice # 1716	$ 2,300.00
Recording Fee	Chemung County Clerk	See attachment for additional information	$ 345.00
LEAD and Healthy Homes Grant	Hughes Structures	See attachment for additional information	$ 83,320.00
Office Supplies	City Chamberlain	invoice #2024-28	$ 40.86
LEAD and Healthy Homes Grant	Dean's Construction	See attachment for additional information	$ 49,610.00
LEAD and Healthy Homes Grant	Dean's Construction	See attachment for additional information	$ 58,185.00
LEAD and Healthy Homes Grant	Griffin Construction	See attachment for additional information	$ 59,295.00
LEAD and Healthy Homes Grant	Griffin Construction	See attachment for additional information	$ 28,795.00
Relocation	City Chamberlain	Clarion invoice	$ 940.00
		TOTAL	**$ 285,821.84**

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

Resolution Number: 2024-202

Sponsor: Corey Cooke

ATTACHMENTS

06-03-2024 audit (CDBG;HOME).docx

June 3, 2024

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

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$104,363.91** they are hereby audited for payment for the Community Development Block Grant, June 3, 2024.

ADOPTED BY THE FOLLOWING VOTE

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

Rehab- Payroll Admin- Payroll	Payroll	Payroll not to exceed	$19,000.00
CDBG Grant and Loan	Ben Miller Contracting	See attachment for additional information	$22,600.00
Recording Fee	Chemung County Clerk	See attachment for additional information	$300.00
CDBG Grant and Loan	Platinum Roofing	See attachment for additional information	$17,870.00
Processing Fee	AmRent	invoice # 4824313	$38.70
ADP	ADP	invoice # 660106278	$131.02
Office Supplies	City Chamberlain	invoice # 2024-27	$65.08
Advertising	Gannett	Annual Action Plan	$66.76
Office Supplies	City Chamberlain	invoice # 2024-26	$48.77
Postage	City Chamberlain	invoice # 2024-29	$57.45
Office Supplies	City Chamberlain	office supplies	$73.17
Advertising	Gannett	Public Comment Period	$37.47
Friendship-CV	Friendship	Reimbursement for COVID Related Expenses	$1,000.00
Insurance	City Chamberlain	invoice # 2024-06	$3,575.49
Public Service Grantee	Catholic Charities Housing Counseling	Subgrantee Quarter 4	$6,250.00

Public Service Grantee	Catholic Charities Emergency Shelter	Subgrantee Quarter 4	$7,500.00
Public Service Grantee	Meals on Wheels	Subgrantee Quarter 4	$6,250.00
Public Service Grantee	Economic Opportunity Program	Subgrantee Quarter 4	$7,500.00
Public Service Grantee	Southside Community Center	Subgrantee Quarter 4	$7,500.00
Public Service Grantee	CASA	Subgrantee Quarter 4	$4,500.00
		TOTAL	**$104,363.91**

Agenda Summary: Act on Audit.

Resolution Number: 2024-203

Sponsor: Mayor Mandell

ATTACHMENTS

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

DATE: June 3rd, 2024

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

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

CURRENT BUDGET FUNDS:	$165,841.40
CAPITAL FUNDS:	$49,442.55
COMMUNITY DEVELOPMENT;	$0.00
TRUST & AGENCY FUNDS:	$0.00
SELF INSURANCE FUNDS:	$0.00

TOTAL PER ATTACHED COMPUTER LIST:	$215,283.95
OTHER PAYMENTS:	
PAYROLLS W/E June 2nd, 2024	$950,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	$40,067.06
CAPITAL HAND CHECKS	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL OTHER PAYMENTS:	$990,067.06

GRAND TOTAL PAYMENTS:	$1,205,351.01
	===============

RESOLUTION NO. 2024-

By Councilmember ___________________________

RESOLVED, that the bills and the payrolls in the amount of $1,205,351.01
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES----	------ ---	---------NAYS
__________	COUNCILMEMBER MOSS	____________________
__________	COUNCILMEMBER WILSON	____________________
__________	COUNCILMEMBER COOKE	____________________
__________	COUNCILMEMBER BRINN	____________________
__________	COUNCILMEMBER GRASSO	____________________
__________	COUNCILMEMBER DUFFY	____________________
__________	MAYOR MANDELL	____________________

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City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 06/03/2024

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204875	Accounts Payable	ADMAR	76.50

Invoice	Date	Description	Check Sort Code	Amount
2018340	04/23/2024	FUEL		76.50

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204876	Accounts Payable	ALERT-ALL CORP	801.00

Invoice	Date	Description	Check Sort Code	Amount
W37884	05/21/2024	ALERT ALL Fire Marshal Materials		801.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204877	Accounts Payable	AMAZON CAPITAL SERVICES INC	202.16

Invoice	Date	Description	Check Sort Code	Amount
1P1V-V3YH-71DJ	05/21/2024	2024 BLANKET PO PGB1989		35.16
11TY-7PHK-D16C+	05/21/2024	AMAZON Blanket PO		119.15
14FQ-NMTV-4CD9	05/21/2024	2024 BLANKET PO PGB1989		47.85

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204878	Accounts Payable	ANDRE & SON, INC.	146.00

Invoice	Date	Description	Check Sort Code	Amount
535146	05/09/2024	LANDSCAPING CHEMICALS		146.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204879	Accounts Payable	ASSOCIATION OF NYS YOUTH COURTS	36.10

Invoice	Date	Description	Check Sort Code	Amount
POSTAGE	05/21/2024	HONOR CORDS		36.10

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204880	Accounts Payable	AUSTIN EXCAVATING & PAVING INC	317.90

Invoice	Date	Description	Check Sort Code	Amount
15150	05/03/2024	Sand and Gravel RFB-2404 RES 23-085		317.90

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204881	Accounts Payable	Auto Zone	508.12

Invoice	Date	Description	Check Sort Code	Amount
2950940927+	04/27/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		508.12

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204882	Accounts Payable	BEAVERS PETRO EQUIPMENT	232.25

Invoice	Date	Description	Check Sort Code	Amount
30838	05/17/2024	gas pump repair		232.25

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204883	Accounts Payable	BOOTH ELECTRIC SUPPLY	2,206.25

Invoice	Date	Description	Check Sort Code	Amount
S100000728.001	05/21/2024	MVA-LINDEN PLACE - STREET LIGHT POLE		1,875.00
S1000007771.001	05/21/2024	11/8/23 MVA - LINDEN PL LIGHTPOLE FREIGHT		331.25

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204884	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.	29.99

Invoice	Date	Description	Check Sort Code	Amount
371426	05/21/2024	ACCT#614		29.99

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204885	Accounts Payable	CHAMPION FASTENERS	476.30

Invoice	Date	Description	Check Sort Code	Amount
95583	05/09/2024	HARDWARE & TOOLS		24.00
94269	03/25/2024	Equipment Service		31.50
95406	05/02/2024	Equipment Service		176.00
95646	05/10/2024	Equipment Service		244.80

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	06/03/2024	204886	Accounts Payable	CHEMUNG COUNTY TRANSFER	34,091.23

Invoice	Date	Description	Check Sort Code	Amoun
139291, 139307	05/01/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		13,271.47
139293	05/01/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		1,214.61
139292	05/21/2024	CUST#TI-00038 1		1,453.26
139339, 139354	05/13/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		16,316.45
139339	05/13/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		1,156.22
139338	05/21/2024	CUST#TI-00038 1		679.22

Check 06/03/2024 204887 Accounts Payable CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY 265.94

Invoice	Date	Description	Check Sort Code	Amount
03-231070	04/16/2024	Automotive Parts		222.92
03-232831	04/16/2024	Automotive Parts		43.02

Check 06/03/2024 204888 Accounts Payable COOK BROTHERS 87.07

Invoice	Date	Description	Check Sort Code	Amount
2125688	05/21/2024	Automotive Parts		76.05
2126180	05/14/2024	Automotive Parts		11.02

Check 06/03/2024 204889 Accounts Payable CURREN HARDWARE & FEED 189.22

Invoice	Date	Description	Check Sort Code	Amount
88313	05/06/2024	BLANKET FOR PROPANE REFILLS		84.95
88293	05/03/2024	MISC PARTS/HARDWARE		46.09
88287,88441	05/21/2024	SO TIER SENTRY Blanket PO		58.18

Check 06/03/2024 204890 Accounts Payable DAVID MILLER 16.00

Invoice	Date	Description	Check Sort Code	Amount
6/11 TRAINING	05/21/2024	MEALS PER DIEM		16.00

Check 06/03/2024 204891 Accounts Payable EASTERN METAL 6,644.48

Invoice	Date	Description	Check Sort Code	Amount
9446-S	05/15/2024	Sign Materials		24.84
92982-S, 92983	05/10/2024	Traffic Cones and Roll Up Signage		6,619.64

Check 06/03/2024 204892 Accounts Payable ELM CHEVROLET CO. INC. 188.79

Invoice	Date	Description	Check Sort Code	Amount
13153	05/07/2024	Automotive Parts		113.27
13174	05/08/2024	Automotive Parts		75.52

Check 06/03/2024 204893 Accounts Payable ELMIRA COCA-COLA BOTTLING CORP. 440.08

Invoice	Date	Description	Check Sort Code	Amount
41319721008	05/15/2024	BLANKET FOR COKE PRODUCTS		440.08

Check 06/03/2024 204894 Accounts Payable ELMIRA WATER BOARD 16,787.65

Invoice	Date	Description	Check Sort Code	Amount
2/28/24	05/21/2024	LEAD SERVICE LINE REPLACEMENT		16,787.65

Check 06/03/2024 204895 Accounts Payable FEDERAL EXPRESS CORP. 8.62

Invoice	Date	Description	Check Sort Code	Amount
8-498-09067	05/21/2024	ACCT#1210-7902-0		8.62

Check 06/03/2024 204896 Accounts Payable FIRE ALARM SERVICE TECHNOLOGY INC 555.00

Invoice	Date	Description	Check Sort Code	Amount
47917	05/01/2024	ANNUAL FIRE ALARM MONITORING AT DPW, FIRE HQ, #3, #5, 508 COLLEG		555.00

Check 06/03/2024 204897 Accounts Payable Gannett New York- New Jersey LocaliQ 642.87

Invoice	Date	Description	Check Sort Code	Amount
4/1 - 4/30/24	05/21/2024	ACCOUNT#1119264		253.40
0006242448	05/21/2024	ACCT#1123578		389.47

Check 06/03/2024 204898 Accounts Payable GARY BRINN 340.36

Invoice	Date	Description	Check Sort Code	Amount
MILEAGE REIMB	05/21/2024	TRAINING		340.36

Check 06/03/2024 204899 Accounts Payable GOODYEAR 79.95

Invoice	Date	Description	Check Sort Code	Amount

	41140	03/04/2024	Automotive Parts			79.9[illegible]
Check	06/03/2024	204900	Accounts Payable	Habitat For Humanity Healthy Homes Program		10,500.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024 SPRING	05/21/2024	CITIES RISE CLEANUP EVENT COSTS			10,500.00
Check	06/03/2024	204901	Accounts Payable	HAMILTON MEATS, INC.		184.00
	Invoice	Date	Description		Check Sort Code	Amount
	47905	05/09/2024	BLANKET FOR MEAT & FROZEN PRODUCTS			184.00
Check	06/03/2024	204902	Accounts Payable	Heidelberg Materials Northeast LLC		2,143.19
	Invoice	Date	Description		Check Sort Code	Amount
	4463639	05/06/2024	BLANKET FOR TOPDRESSING SAND			2,143.19
Check	06/03/2024	204903	Accounts Payable	HESSELSON'S		568.84
	Invoice	Date	Description		Check Sort Code	Amount
	43024	05/03/2024	BOOT ALLOWANCE CSEA			179.99
	40824	05/03/2024	UNIFORMS FOR SOLID WASTE - CSEA			388.85
Check	06/03/2024	204904	Accounts Payable	I. D. BOOTH, INC.		588.83
	Invoice	Date	Description		Check Sort Code	Amount
	S1663780+	04/01/2024	Automotive Parts			588.83
Check	06/03/2024	204905	Accounts Payable	Image First Uniform Rental Service, LLC		48.08
	Invoice	Date	Description		Check Sort Code	Amount
	263829013	05/07/2024	BLANKET FOR MATS & LINENS			48.08
Check	06/03/2024	204906	Accounts Payable	JAMES J TURCSIK, JR.		2,500.00
	Invoice	Date	Description		Check Sort Code	Amount
	W/E 6/9/24	05/21/2024	PER CONTRACT			2,500.00
Check	06/03/2024	204907	Accounts Payable	JEROME FIRE EQUIPMENT CO., INC.		1,340.50
	Invoice	Date	Description		Check Sort Code	Amount
	0239786-IN	05/21/2024	JEROME Compressor Service			1,340.50
Check	06/03/2024	204908	Accounts Payable	KECK'S FOOD SERVICE		980.82
	Invoice	Date	Description		Check Sort Code	Amount
	137379	05/17/2024	BLANKET FOR FOOD AND PAPER SUPPLIES			284.06
	138882	05/16/2024	BLANKET FOR FOOD AND PAPER SUPPLIES			696.76
Check	06/03/2024	204909	Accounts Payable	Kimball Midwest		50.00
	Invoice	Date	Description		Check Sort Code	Amount
	101864190-	01/30/2024	Automotive Parts			50.00
Check	06/03/2024	204910	Accounts Payable	LAZ PARKING MGMT.LTD		8,210.58
	Invoice	Date	Description		Check Sort Code	Amount
	SI1011383	05/21/2024	APRIL 2024			8,210.58
Check	06/03/2024	204911	Accounts Payable	LORI WATERS		26.00
	Invoice	Date	Description		Check Sort Code	Amount
	TRAVEL	05/21/2024	CRIME VICTIM VISIT			26.00
Check	06/03/2024	204912	Accounts Payable	MCCARTHY TIRE SERVICE		433.16
	Invoice	Date	Description		Check Sort Code	Amount
	35-70445	05/03/2024	Automotive - Tires			433.16
Check	06/03/2024	204913	Accounts Payable	MEDICAL WAREHOUSE		76.00
	Invoice	Date	Description		Check Sort Code	Amount
	227805+CM226933	05/21/2024	MEDICAL WAREHOUSE Medical Supplies BPO			76.00
Check	06/03/2024	204914	Accounts Payable	MONROE TRACTOR		85.00
	Invoice	Date	Description		Check Sort Code	Amount
	P64998	04/24/2024	Automotive Parts			190.04
	P65261	05/09/2024	Automotive Parts			(105.04)
Check	06/03/2024	204915	Accounts Payable	MTE		377.82

Invoice	Date	Description	Check Sort Code	Amount
01-392320	05/01/2024	Automotive Parts		158.54
03-393116	05/09/2024	Automotive Parts		219.28

Check 06/03/2024 204916 Accounts Payable MUNICIPAL EMERGENCY SERVICES, INC. 1,130.00

Invoice	Date	Description	Check Sort Code	Amount
IN2053117+	05/21/2024	MES Blanket PO/Uniforms		576.00
IN2048628	05/21/2024	MES Calibration Gas		554.00

Check 06/03/2024 204917 Accounts Payable NAPA AUTO PARTS 1,511.50

Invoice	Date	Description	Check Sort Code	Amount
119709+	04/30/2024	Automotive Parts PGB# 2349 RES # 20-452		1,511.50

Check 06/03/2024 204918 Accounts Payable New England Traffic Solutions 14,058.00

Invoice	Date	Description	Check Sort Code	Amount
10338	05/09/2024	TRAFFICWARE 2070 CONTROLLERS		14,058.00

Check 06/03/2024 204919 Accounts Payable NU-WAY ELMIRA 19.42

Invoice	Date	Description	Check Sort Code	Amount
1174OH7652	04/30/2024	Automotive Parts		19.42

Check 06/03/2024 204920 Accounts Payable NYSEG 14,388.48

Invoice	Date	Description	Check Sort Code	Amount
AS OF 5/10/24	05/21/2024	ACCT#1005-0397-206		116.90
MAY 16, 2024	05/21/2024	ACCT#1004-8275-324		492.02
5/17/24	05/21/2024	ACCT#1901-0154-003		12,484.07
19010000214	05/24/2024	1901-0000-214		1,295.49

Check 06/03/2024 204921 Accounts Payable PEOPLEREADY INC 8,560.61

Invoice	Date	Description	Check Sort Code	Amount
28665691	05/14/2024	TEMP SERVICES		4,266.79
28677105	05/17/2024	TEMP SERVICES		4,293.82

Check 06/03/2024 204922 Accounts Payable PERRY & CARROLL, INC. 482.20

Invoice	Date	Description	Check Sort Code	Amount
14027	05/21/2024	POLICY #L362100037		282.20
14171	05/21/2024	POLICY#B0326676		200.00

Check 06/03/2024 204923 Accounts Payable POINT SPRING & DRIVESHAFT CO. 563.86

Invoice	Date	Description	Check Sort Code	Amount
23924+	04/30/2024	Automotive Parts RFB- 2077R		563.86

Check 06/03/2024 204924 Accounts Payable RENKO TREE SERVICE 800.00

Invoice	Date	Description	Check Sort Code	Amount
1901	05/21/2024	11/8/23 MVA - LINDEN PLACE LIGHTPOLE		800.00

Check 06/03/2024 204925 Accounts Payable RENTALS TO GO LLC 250.00

Invoice	Date	Description	Check Sort Code	Amount
238549	05/07/2024	PORTABLE TOILETS FOR GOLF COURSE		250.00

Check 06/03/2024 204926 Accounts Payable SAM'S CLUB DIRECT 70.40

Invoice	Date	Description	Check Sort Code	Amount
5/7/2024	05/07/2024	BLANKET FOR FOOD, SNACKS, BEVERAGES		70.40

Check 06/03/2024 204927 Accounts Payable SAYLES EVANS AS ATTORNEYS FOR JOHN MAIO 1,233.25

Invoice	Date	Description	Check Sort Code	Amount
6020	05/21/2024	BILLED THROUGH 3/31/24		1,233.25

Check 06/03/2024 204928 Accounts Payable SCHLATHER, STUMBAR, PARKS & SALK, LLP 217.50

Invoice	Date	Description	Check Sort Code	Amount
8584	05/21/2024	STROBRIDGE ESTATE V. OROPALLO		217.50

Check 06/03/2024 204929 Accounts Payable STAPLES BUSINESS ADVANTAGE 72.74

Invoice	Date	Description	Check Sort Code	Amount
6002491905	05/17/2024	BLANKET FOR OFFICE SUPPLIES		29.09

	6002242394	05/21/2024	2024 BLANKET PO - RFB 2353		43.6
Check	06/03/2024	204930 Accounts Payable	STEWART P. WILSON		11,916.16
	Invoice	Date	Description	Check Sort Code	Amount
	466098	04/25/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		2,146.44
	466097	05/02/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,977.50
	467817	05/07/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,038.94
	472868	05/09/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,935.50
	466096	05/15/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,953.36
	475894	04/25/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC		395.25
	467931	04/30/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC		601.40
	467930	05/14/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC		1,148.82
	466688	05/15/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC		718.95
Check	06/03/2024	204931 Accounts Payable	TCF EQUIPMENT FINANCE		7,959.57
	Invoice	Date	Description	Check Sort Code	Amount
	8874838	05/21/2024	GOLF CART LEASE MAY-OCTOBER		7,959.57
Check	06/03/2024	204932 Accounts Payable	TIME WARNER CABLE		59.95
	Invoice	Date	Description	Check Sort Code	Amount
	143746101050124	05/21/2024	215 W MILLER ST., APT B		59.95
Check	06/03/2024	204933 Accounts Payable	TIME WARNER CABLE		118.97
	Invoice	Date	Description	Check Sort Code	Amount
	70845051024	05/01/2024	INTERNET SERVICES AT MTGC CODE B		118.97
Check	06/03/2024	204934 Accounts Payable	TIMOTHY MURPHY		16.00
	Invoice	Date	Description	Check Sort Code	Amount
	6/11 TRAINING	05/21/2024	MEALS PER DIEM		16.00
Check	06/03/2024	204935 Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.		176.63
	Invoice	Date	Description	Check Sort Code	Amount
	96492	05/13/2024	MESSAGE SERVICES		176.63
Check	06/03/2024	204936 Accounts Payable	TREU OFFICE SUPPLY CORP.		66.40
	Invoice	Date	Description	Check Sort Code	Amount
	260917	05/09/2024	Top-Load Sheet Protector		66.40
Check	06/03/2024	204937 Accounts Payable	TRISTAN HILLMAN		16.00
	Invoice	Date	Description	Check Sort Code	Amount
	6/11 TRAINING	05/21/2024	MEALS PER DIEM		16.00
Check	06/03/2024	204938 Accounts Payable	UniFirst Corporation		233.47
	Invoice	Date	Description	Check Sort Code	Amount
	74548, 74526	05/16/2024	BLANKET FOR FLOOR MATS FOR BUILDINGS		151.66
	1100071834	05/21/2024	LAUNDRY SERVICE		81.81
Check	06/03/2024	204939 Accounts Payable	VANDER MOLEN FIRE APPARATUS SALES & SERVICE		101.03
	Invoice	Date	Description	Check Sort Code	Amount
	6283	05/08/2024	Misc Parts/hardware for EFD		101.03
Check	06/03/2024	204940 Accounts Payable	VASCO BRANDS, INC.		691.73
	Invoice	Date	Description	Check Sort Code	Amount
	140405	05/09/2024	BLANKET FOR CLEANING AND JANITORIAL SUPPLIES		169.81
	141351	05/21/2024	VASCO Cleaning Supplies BPO		521.92
Check	06/03/2024	204941 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)		117.98
	Invoice	Date	Description	Check Sort Code	Amount
	MAY 12, 2024	05/21/2024	ACCT#652-110-359-0001-38		117.98
Check	06/03/2024	204942 Accounts Payable	WARD APPARATUS LLC		2,370.86
	Invoice	Date	Description	Check Sort Code	Amount
	4465	05/21/2024	WARD SCBA Face Mask Cleaner		162.86
	4464	05/21/2024	WARD 2024 Pump Tests Blanket PO		2,208.00
Check	06/03/2024	204943 Accounts Payable	WILLIAM GOODWIN		16.00
	Invoice	Date	Description	Check Sort Code	Amount

6/11 TRAINING	05/21/2024	MEALS PER DIEM		16.0

Check 06/03/2024 204944 Accounts Payable XEROX CORPORATION 861.04

Invoice	Date	Description	Check Sort Code	Amount
021278402	05/21/2024	CUST#718272685		7.94
504506830	05/21/2024	CUST#950906487		21.73
021278403	05/21/2024	CUST#719281396		10.41
504507604	05/21/2024	CUST#952163384		96.78
504510785	05/21/2024	CUST#957417074		96.78
504506384	05/21/2024	CUST#950177683		96.78
504511093	05/21/2024	CUST#957723810		96.78
504511094	05/21/2024	CUST#957723893		96.78
021278405	05/21/2024	CUST#722774775		16.64
021278401	05/21/2024	CUST#718270358		6.06
504507014	05/21/2024	CUST#951078419		96.78
504510784	05/21/2024	CUST#957416910		96.78
504511030	05/21/2024	CUST#957612286		94.66
021278404	05/21/2024	CUST#721817914		18.86
021278399	05/21/2024	CUST#726631807		7.28

Check 06/03/2024 204945 Accounts Payable ZEISER WILBERT VAULT 4,244.00

Invoice	Date	Description	Check Sort Code	Amount
223148	04/18/2024	Precast Drainage Units RFB 2389		236.00
223155	04/19/2024	Precast Drainage Units RFB 2389		88.00
223204	04/29/2024	Precast Drainage Units RFB 2389		96.00
223229	05/01/2024	Precast Drainage Units RFB 2389		3,824.00

Check 06/03/2024 204946 Accounts Payable LOUANN GLEASON 35.00

Invoice	Date	Description	Check Sort Code	Amount
CONT#CDD20231294	05/21/2024	SPAY/NEUTER DEPOSIT		35.00

GENERAL FUND GENERAL FUND Totals: Transactions: 72 $165,841.40

Checks: 72 $165,841.40

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 06/03/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	06/03/2024	104892 Accounts Payable	New England Traffic Solutions		8,025.00

Invoice	Date	Description	Check Sort Code	Amount
10198	04/15/2024	processor cards fraficware for 2070 controllers		8,025.00

CAP CHECK CAPITAL CHECKING Totals: Transactions: 1 $8,025.00

Checks: 1 $8,025.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 06/03/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	06/03/2024	104893 Accounts Payable	FERRARIO FORD LINCOLN MERCURY		41,417.55

Invoice	Date	Description	Check Sort Code	Amount
2023 DODGE	05/24/2024	DURANGO - 12/18/23		41,417.55

CAP CHECK CAPITAL CHECKING Totals: Transactions: 1 $41,417.55

Checks: 1 $41,417.55

HAND CHECKS DETAILS	$40,067.06
CAPITAL HAND CHECKS DETAIL	$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 05/17/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	05/17/2024	204871	Accounts Payable	WILLIAM PENN LIFE INSURANCE		400.76

Invoice	Date	Description	Check Sort Code	Amount
P0000660506	05/17/2024	policy 0000660506		400.76

GENERAL FUND GENERAL FUND Totals: Transactions: 1 $400.76

Checks: 1 $400.76

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 05/16/2024

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number Source	Payee Name		Transaction Amount
Check	05/16/2024	204868 Accounts Payable	CHASE CARD SERVICES		6,341.41

Invoice	Date	Description	Check Sort Code	Amount
5/6 stmt	05/13/2024	4246315238977290		6,341.41

Type	Date	Number Source	Payee Name		Transaction Amount
Check	05/16/2024	204869 Accounts Payable	EMPIRE MERCHANTS NORTH		1,343.00

Invoice	Date	Description	Check Sort Code	Amount
92543823	05/13/2024	BLANKET FOR LIQUOR FOR SNACKBAR		1,343.00

Type	Date	Number Source	Payee Name		Transaction Amount
Check	05/16/2024	204870 Accounts Payable	JAMES J TURCSIK, JR.		11,103.51

Invoice	Date	Description	Check Sort Code	Amount
5/1-5/15/24	05/16/2024	Commission Check		11,103.51

GENERAL FUND GENERAL FUND Totals: Transactions: 3 $18,787.92

Checks: 3 $18,787.92

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 05/22/2024

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/22/2024	204872	Accounts Payable	BALKAN BEVERAGE LLC		86.40

Invoice	Date	Description	Check Sort Code	Amount
2750267	05/22/2024	MP479		86.40

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/22/2024	204873	Accounts Payable	CHEMUNG/SCHUYLER MUNICIPAL CLERK'S		30.00

Invoice	Date	Description	Check Sort Code	Amount
2024 MEMBERSHIP	05/22/2024	WALLACE & RODRIGUEZ		30.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/22/2024	204874	Accounts Payable	EMPIRE MERCHANTS NORTH		787.00

Invoice	Date	Description	Check Sort Code	Amount
92518575	05/22/2024	BLANKET FOR LIQUOR FOR SNACKBAR		787.00

GENERAL FUND GENERAL FUND Totals: Transactions: 3 $903.40

Checks: 3 $903.40

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 05/13/2024

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

Bank Account: GENERAL FUND - GENERAL FUND

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/13/2024	204864	Accounts Payable	BALKAN BEVERAGE LLC		86.40

Invoice	Date	Description	Check Sort Code	Amount
2725380	05/13/2024	MP479		86.40

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/13/2024	204865	Accounts Payable	JAMES J TURCSIK, JR.		2,500.00

Invoice	Date	Description	Check Sort Code	Amount
W/E 5/12/24	05/13/2024	PER CONTRACT		2,500.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/13/2024	204866	Accounts Payable	JUSTIN BAER		149.00

Invoice	Date	Description	Check Sort Code	Amount
TD 20-2023	07/18/2023	PER DIEM		149.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/13/2024	204867	Accounts Payable	LORI WATERS		100.00

Invoice	Date	Description	Check Sort Code	Amount
REGISTRATION FEE	05/13/2024	CONFERENCE 6/25		100.00

GENERAL FUND GENERAL FUND Totals: Transactions: 4 $2,835.40

Checks: 4 $2,835.40

ACH PAYMENTS

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 05/11/2024 - 05/24/2024

5/15/2024	GHI DENTAL	$	4,036.16
5/15/2024	GHI DENTAL	$	8,856.16
5/22/2024	GHI DENTAL	$	1,600.00
		$	14,492.32

MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 05/11/2024 - 05/24/2024

5/14/2024	A.L. GEORGE	$	372.55
5/14/2024	SARATOGA EAGLE	$	721.15
5/22/2024	A.L. GEORGE	$	483.46
5/22/2024	SARATOGA EAGLE	$	1,070.10
		$	2,647.26

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2024-204

Sponsor: Nan Moss

ATTACHMENTS

Adjournment June 3.docx

June 3, 2024

RESOLUTION

NO. 2024 –____

By: ____________________________

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, June 17th, 2024, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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