APPROVAL OF MINUTES

2025-375
Gary Brinn

Act on resolution dispensing with the minutes of the regular Meeting held on Monday, December 15, 2025.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

RESOLUTIONS

2025-376
Mayor Mandell

Act on Resolution Authorizing a Grant Application to Homes and Community Renewal (HCR) for the Leading in Lead Prevention Pilot Program

2025-377
Joseph Duffy

Act on Resolution Authorizing a Grant Application to Homes and Community Renewal (HCR) for the Vacant Rental Improvement Program (VRP)

2025-378
Nan Moss

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

2025-379
Corey Cooke

Act on resolution proposing amendments to the Proposed, but not yet adopted, City Budget for the Fiscal Year 2026.

AGREEMENTS

2025-380
Jackie Wilson

Act on resolution approving an increase of $59,500.00 to the original 2022 Agreement with LaBella Associates to provide design and construction inspection services on the Fassett Road Stormwater System Project increasing the amount total to $465,500.00 for the Project reflected in a Supplemental Agreement #1, a copy of which is attached hereto, and authorizing the Mayor to execute the

Supplemental Agreement; said agreement subject to Corporation Counsel approval.

2025-381 Mayor Mandell	**Receive communication from the City Manager and act on resolution approving the hiring of Hunt Engineers, Architects & Land Surveyors, PC to provide professional engineering services requested by the City from January 1, 2026 through December 31, 2026 with the charges for said services not to exceed the sum of $12,500.00 and authorizing the Mayor to enter into an agreement with Hunt; said agreement subject to Corporation Counsel approval.**
2025-382 Joseph Duffy	**Receive communication from the City Manager and act on resolution authorizing the Mayor to sign an intermunicipal agreement between the Town of Baldwin, Chemung County and City whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law, which services will be at a cost of $6,250.00 commencing January 1, 2026 and expiring December 31, 2026 and which amount will be paid to the City by Chemung County on behalf of the Town; said agreement subject to Corporation Counsel approval.**
2025-383 Gary Brinn	**Receive communication from the City Manager and act on resolution authorizing the Mayor to sign an intermunicipal agreement between the Town of Erin, Chemung County and City whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law, which services will be at a cost of $6,250.00 commencing January 1, 2026 and expiring December 31, 2026 and which amount will be paid to the City by Chemung County on behalf of the Town; said agreement subject to Corporation Counsel approval.**
2025-384 Nan Moss	**Receive communication from the City Manager and act on resolution authorizing the Mayor to sign an intermunicipal agreement between the Town of VanEtten, Chemung County and City whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law,**

which services will be at a cost of $6,250.00 commencing January 1, 2026 and expiring December 31, 2026 and which amount will be paid to the City by Chemung County on behalf of the Town; said agreement subject to Corporation Counsel approval.

2025-385 Mayor Mandell	**Receive communication from the City Manager and act on resolution approving an agreement between Chemung County and the City commencing January 1, 2026 and expiring December 31, 2026, whereby the City shall provide services to the County consisting of the operation of Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration to the City not to exceed $241,500.00 and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.**
2025-386 Gary Brinn	**Receive communication from the City Manager and act on resolution approving a fire protection safety contract for City Hall with Johnson Controls Fire Protection LP for a one-year term commencing January 1, 2026 through December 31, 2026 at a total annual cost of $1,100.00 ($550.00 semi-annually) and authorizing the City Manager to execute the inspection renewal agreement; said agreement subject to Corporation Counsel approval.**
2025-387 Joseph Duffy	**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement whereby the City provides Hazardous Materials Incident Response to Chemung County at an annual cost to the County of $35,000.00; said agreement subject to Corporation Counsel approval.**
2025-388 Jackie Wilson	**Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with Chemung County under which the City will provide to the County's Rabies Program animal handler and specimen services pertaining to dogs, cats, ferrets, wildlife or other mammals commencing January 1, 2026 and expiring December 31, 2026 at a cost to the County of $5,562.00; said agreement subject to Corporation Counsel approval.**
2025-389	**Act on resolution approving and directing the Mayor to**

Nan Moss	**enter into a one-year agreement with NextRequest, a copy of which is attached hereto, at an annual term commencing January 1, 2026 in the amount of $12,080.88 with an automatic one-year renewal with a five percent (5%) increase on the renewal date; said agreement subject to Corporation Counsel approval.**
	OVERTIME REPORTS
2025-390 Mayor Mandell	**Received communication from the City Manager and act on resolution approving the overtime for the Elmira Police Department for pay periods 21-24, in the amount of $54,214.93.**
	AUDITS
2025-391 Gary Brinn	**Act on Vacant Rental Grant Program Audit.**
2025-392 Corey Cooke	**Act on Anti Displacement Learning Network Grant Program Audit.**
2025-393 Jackie Wilson	**Act on Lead Hazard Reduction Grant Program Audit.**
2025-394 Joseph Duffy	**Act on Community Development Block Grant Program Audit.**
2025-395 Nan Moss	**Act on Audit.**
	SECOND PUBLIC COMMENT PORTION
	CITY MANAGER REPORT
	ADJOURN
2025-396 Mayor Mandell	**Act on resolution to adjourn.**

Respectfully Submitted,

Christina C. Rodriguez

Christina C. Rodriguez
City Clerk

Agenda Summary: Act on resolution dispensing with the minutes of the regular Meeting held on Monday, December 15, 2025.

Resolution Number: 2025-375

Sponsor: Gary Brinn

ATTACHMENTS

Beginning December 29.docx

December 29, 2025

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 29th day of December, 2025.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2025- ______

By Councilmember: ______________________

RESOLVED, that the reading of the minutes of the Regular Meeting held December 15, 2025, 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:	Act on Resolution Authorizing a Grant Application to Homes and Community Renewal (HCR) for the Leading in Lead Prevention Pilot Program
Resolution Number:	2025-376
Sponsor:	Mayor Mandell

ATTACHMENTS

Lead_Grant_Resolution_2025.docx

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City of Elmira's Community Development Department has been administering the Chemung County Health Department *Leading in Lead Prevention Pilot Program.*

And, Homes and Community Renewal has now issued another round of funding under the Leading in Lead Program, and the referenced program can be applied for directly by the local municipality.

Based upon the recommendation of the Department of Community Development and the Chemung County Health Department, it is deemed that the City of Elmira should be the lead applicant for the current round of funding.

Families are eligible if they live in the zip codes of 14901 or 14904. If funding is received, the Department of Community Development will continue to work closely with Chemung County Health Department to administer the funds for these zip codes.

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION NO. 2025 -_______

RESOLUTION AUTHORIZING A GRANT APPLICATION TO HOMES AND COMMUNITY RENEWAL FOR *THE LEADING IN LEAD PREVENTION PILOT PROGRAM*

By Councilmember____________________________:

WHEREAS, New York State Homes and Community (HCR) Renewal Housing Trust Fund Corporation (HTFC) announced the availability of grant funds to be used towards property rehabilitation and renovation to address lead paint hazards; and

WHEREAS, New York State Homes and Community Renewal announced the availability of an anticipated Twenty Million Dollars ($20,000,000) in the State Fiscal Year (2026) budget for targeted zip codes in New York State; and

WHEREAS, the City of Elmira is a targeted area for lead prevention in zip codes 14901and 14904; and

WHEREAS, the City Council of the City of Elmira, New York, does hereby approve and support a grant application for a total request of One Million, Two Hundred and Twenty Thousand, One Hundred Dollars and Zero Hundredths ($1,220,100.00) to be administered by the Department of Community Development; and

RESOLVED, that the communication from the City Manager announcing the availability of grant funds through New York State Homes and Community Renewal for the *Leading in Lead Prevention Pilot Program* be received and placed on file; and be it further

RESOLVED, that the Mayor is hereby authorized to accept any and all grant funds and sign the grant agreement allowing the Department of Community Development to administer and effectuate receipt of the grant funds; which agreement shall 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 Authorizing a Grant Application to Homes and Community Renewal (HCR) for the Vacant Rental Improvement Program (VRP)

Resolution Number: 2025-377

Sponsor: Joseph Duffy

ATTACHMENTS

HCR_VRIP Resolution 2025-26.docx

December 29, 2025

RESOLUTION NO. 2025-

RESOLUTION AUTHORIZING A GRANT APPLICATION SUBMISSION TO HOMES AND COMMUNITY RENEWAL FOR THE VACANT RENTAL IMPROVEMENT PROGRAM (VRP)

By Councilmember ____________

WHEREAS, New York State Homes and Community Renewal (HCR), Housing Trust Fund Corporation's (HTFC) Office of Community Renewal (OCR), has released a Request for Applications due on January 15, 2025 for the NYS Vacant Rental Improvement Program (VRP) announcing the availability of Twenty Four Million Dollars ($24,000,000) for eligible organizations to seek funding in order to rehabilitation vacant one - five unit residential or mixed-use buildings with up to five housing units; and

WHEREAS, for the purpose of improving community health and wellness, and economic revitalization and neighborhood stabilization, it is deemed in the best interest of the City of Elmira to apply for funding through this program; and

WHEREAS, the City of Elmira, New York intents to apply for Seven Hundred and Six Thousand and Zero Hundredth Dollars ($706,000.00) in grant funds, and all such funds will be administered by the City of Elmira's Department of Community Development; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Elmira, New York does hereby express its intent to apply for the NYS Vacant Rental Improvement Program (VRP) and authorizes the City, by its Director of Community Development, to submit the required forms expressing the City's intent to apply for said funding; and

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

ADOPTED BY THE FOLLOWING VOTE

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

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

Resolution Number: 2025-378

Sponsor: Nan Moss

ATTACHMENTS

resolution surplus vehicles on-line auction sale 12.29.2025.doc
list of auction vehicles 12.29.2025.docx

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

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

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

Respectfully submitted,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 – ____

By Councilmember _______________________:

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

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

ADOPTED BY THE FOLLOING VOTE

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

Auction Cars

CASE #	VEHICLE	COLOR	VIN #	KEY	DATE LETTER SENT
25EP22948	2010 Chevrolet HHR	Red	3GNBABDB1AS630219	No	7/31/2025
25EP25475	2007 Chevrolet Monte Carlo	Black	2G1WJ15N579330047	Yes	10/8/2025
25EP28614	2013 Chevrolet Malibu	Red	1G11E5SA3DF292599	Yes	8/22/2025
25EP30184	2015 Hyundai Sonata	Brown	5NPE34AF1FH208908	No	10/15/2025
25EP30626	2000 Volkswagen Passat	Green	WVWMA23B3YP223322	No	9/9/2025
25EP31638	2009 Ford F250	White	1FDNF20509EB12269	No	9/26/2025
25EP31641	2011 Chevrolet Impala	Red	2G1WB5EK7B1176958	No	10/20/2025
25EP31892	2003 Ford F350	Blue	1FTSX31P03ED18578	No	10/22/2025

Agenda Summary: Act on resolution proposing amendments to the Proposed, but not yet adopted, City Budget for the Fiscal Year 2026.

Resolution Number: 2025-379

Sponsor: Corey Cooke

ATTACHMENTS

resolution proposing amendments to proposed 2026 City budget 12.29.2025.docx

December 29, 2025

RESOLUTION
NO. 2025 - _____

A RESOLUTION TO PROPOSE AMENDMENTS TO THE PROPOSED CITY BUDGET FOR THE FISCAL YEAR 2026

By Councilmember ____________________:

WHEREAS, the City Council has reviewed the Proposed Budget for Fiscal Year 2026, which includes a projected tax increase of twelve percent (12%); and

WHEREAS, this significant tax increase poses a burden on residents and local businesses, potentially impacting economic stability and growth within the community; and

WHEREAS, the City is facing a budget deficit that necessitates careful consideration of both revenue and expenditure adjustments;

NOW, THEREFORE, BE IT

RESOLVED, that the proposed 2026 tax rate increase applicable to the proposed, but not yet adopted, 2026 budget be reduced from twelve percent (12%) to six percent (6%), thereby providing relief to residents and businesses while still addressing the City's financial needs; and be it further

RESOLVED, that layoffs and restructuring within City personnel will be considered as a means to manage expenses effectively and specific departments be evaluated for potential efficiency improvements, ensuring essential services remain intact while safeguarding the City's financial health; and be it further

RESOLVED, that the City Council will explore alternative revenue sources and cost-saving measures to minimize reliance on tax increases and personnel reductions, aiming for a balanced and sustainable budget; and be it further

RESOLVED, that the City Council commits to engaging with the community through public forums to gather input on budget priorities and the impact of proposed changes; and be it further

RESOLVED, that this Resolution reflects City Council's commitment to fiscal responsibility, aiming to maintain essential services while ensuring the financial stability and growth of our City.

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 increase of $59,500.00 to the original 2022 Agreement with LaBella Associates to provide design and construction inspection services on the Fassett Road Stormwater System Project increasing the amount total to $465,500.00 for the Project reflected in a Supplemental Agreement #1, a copy of which is attached hereto, and authorizing the Mayor to execute the Supplemental Agreement; said agreement subject to Corporation Counsel approval.
Resolution Number:	2025-380
Sponsor:	Jackie Wilson

ATTACHMENTS

resolution fassett road stormwater project labella associates supp agmt #1 12.29.2025.docx
supp agmt #1 fassett rd project.pdf

December 29, 2025

RESOLUTION
NO. 2025-______

By Councilmember __________________:

WHEREAS, by City Council Resolution No. 2022-302, the City retained Labella Associates to provide design and construction inspection services for the Fassett Road Stormwater System Project (Project) at a cost to the City of $259,000.00 for the design services and $147,000.00 for the construction inspection services for the Project; and

WHEREAS, the original construction inspection timeline assumptions were made, prior to the design phase being completed, would be a 6-month construction inspection phase during one construction season; and

WHEREAS, the scope, utilities, and Project scheduling was split over two construction seasons totaling 10-months of construction inspection by LaBella Associates and has resulted in an increase of $59,500.00 to the original 2022 agreement of $406,000.00;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York approves the increase of $59,500.00 to the original 2022 Agreement with LaBella Associates for a revised total amount of $465,500.00 for the Project reflected in a Supplemental Agreement #1 between the City and LaBella Associates, a copy of which is attached hereto; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Supplemental Agreement #1 between the City and LaBella Associates; said 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	

City of Elmira – Department of Public Works
Fassett Road Improvements
Cornell Road to Hoffman Street
Amendment #1

Municipal Contract No. ______________________

Agreement made this _____ day of ______, 2025 by and between

City of Elmira
(municipal corporation)
having its principal office at 317 East Church Street, in the City of Elmira, NY 14901 (to be known throughout this document as the "**Sponsor**")

and

LaBella Associates, D.P.C. with its office at 300 State Street, Rochester, NY 14614 (to be known throughout this document as the ***"Consultant")***

WITNESSETH:

WHEREAS, in connection with a federal-aid project identified for the purposes of this contract as **Fassett Road Improvements – Cornell Road to Hoffman Street** (as described in detail in Attachment A annexed hereto, the "**Project**") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the Mayor, Daniel J. Mandell, Jr., is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

City of Elmira – Department of Public Works
Fassett Road Improvements
Cornell Road to Hoffman Street
Amendment #1

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** - Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for the Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

City of Elmira – Department of Public Works
Fassett Road Improvements
Cornell Road to Hoffman Street
Amendment #1

3.1 Cost Plus Fixed Fee Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLABLE RATE/AMT or %**	**INTERIM PAYMENTS**
Item I	o Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. o The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. o If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	o Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. o Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. o Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.	o The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. o Bills are subject to approval of the Sponsor and Sponsor's Representative.

City of Elmira – Department of Public Works
Fassett Road Improvements
Cornell Road to Hoffman Street
Amendment #1

3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLABLE RATE/AMT or %	INTERIM PAYMENTS
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals, and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	
Item IV	o Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), subpart 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor and FHWA.	o The overhead allowance for office work (design) shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 142%, in all events not to exceed 150%, subject to audit.	

City of Elmira – Department of Public Works
Fassett Road Improvements
Cornell Road to Hoffman Street
Amendment #1

3.1 Cost Plus Fixed Fee Method			
ITEM	**DESCRIPTION OF ITEMS WITHIN METHOD**	**APPLABLE RATE/AMT or %**	**INTERIM PAYMENTS**
	o For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	o The overhead allowance for field work (inspection) shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 80%, in all events not to exceed 100%, subject to audit.	
Item V	o Negotiated Lump Sum Fixed Fee. o Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	o A negotiated Lump Sum Fee which in this CONTRACT shall equal **$44,293.28 under amendment#1.**	
Item VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be **$465,500.00. under amendment#1**	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than $300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

II. Records of Direct Non-Salary Costs;

III. Copies of any subcontracts relating to said contract;

IV. Location where records may be examined; and

V. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or

right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.
The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars ($1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least $1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.

B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29[1]) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
C. does not have a proposed debarment pending; and
D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

---

[1] http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rgn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.

B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.

C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.

D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or

b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of $5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of $20,000 except printing contracts in excess of $10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 ***Executory Contract***. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # ______________

Sponsor	Consultant
by: ______________	by: [signature]
Danial J. Mandell, Jr., Mayor Resolution No. 2025-_____ Date:	Brian R. Miller, Sr. Vice President Date: 12/3/25

STATE OF NEW YORK

ss:

COUNTY OF CHEMUNG

On this 3rd day of December, 2025 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the Rochester, New York;

City of Elmira – Department of Public Works
Fassett Road Improvements
Cornell Road to Hoffman Street
Amendment #1

that he/she is the Vice President of the LaBella Associates D.P.C., the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Jean M. Palermo
Notary Public, Monroe County, N.Y.

Jean M. Palermo
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PA4927151
Qualified in Monroe County
Commission Expires April 11, 2026

INSERT RESOLUTION

City of Elmira – Department of Public Works
Fassett Road Improvements

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: *Term of Agreement Ends:* *3/31/2026*
BIN:

☒Main Agreement   ☒Amendment to Contract [add identifying #1]   ☐Supplement to Contract

[add identifying #]

Phase of Project Consultant to work on:

☒P.E./Design   ☐ROW Incidentals   ☐ROW Acquisition
☒Construction, C/I, & C/S

Dates or term of Consultant Performance:
Start Date: 07/06/2022
Finish Date: 12/31/2023

PROJECT DESCRIPTION:
Fassett Road Improvements
Cornell Road to Hoffman Street

Project Location:
City and Town of Elmira, Chemung County, New York

Consultant Work Type(s):
Preliminary and Final Design and Construction Inspection
See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:
$465,500.00

Attachment "B" – Scope of Services

This supplemental provides for changes in the construction schedule and allows for appropriate construction inspection coverage. The original design contract was based on a single season construction, when the project went to bid it was conducted over a split season with winter shut-down. The split construction season extended the overall duration of construction activity requiring an increase in construction inspection labor hours.

Attachment "C" – Staffing Rates, Hours, Reimbursables and Fee

Fassett Road Improvements Project

Cornell to Hoffman

Revision No. 1

11/6/2025

ITEM DESCRIPTION	FIRM and PAY LIMITS		REVISED TOTAL	
	LaBella			
	Original	Revision No. 1 09-05-2025		
I. BASIC SERVICES Direct Technical Salaries				
Preliminary Design	$33,150.40	$5,334.64	$38,485.04	
Final Design & Contract Documents	$25,819.49	-$7,058.93	$18,760.56	
Advertise, Bidding & Award	$2,187.44	$1,851.85	$4,039.29	
Construction Support	$2,899.91	$0.00	$2,899.91	
Construction Inspection	$66,271.68	$35,530.00	$101,801.68	
TOTAL I.	**$130,328.92**	**$35,657.56**	**$165,986.48**	
II. OVERHEAD ALLOWANCE				
Overhead - Design/Office =142%	$ 90,961.28	$ 181.14	$91,142.42	142%
Overhead - CI = 80%	$ 53,017.34	$ 28,424.00	$81,441.34	80%
Premium Time	$ 3,394.30	$825.00	$4,219.30	
TOTAL II.	**$147,372.92**	**$29,430.14**	**$176,803.06**	
III. REIMBURSABLE EXPENSE Direct Non-Salary Cost				
Watts Engineering	$38,695.00	-$14,147.99	$24,547.01	
GdB Geospatial	$40,000.00	-$10,007.89	$29,992.11	
Geotechnical Borings	$5,000.00	$3,276.50	$8,276.50	
LaBella Expenses	$9,048.90	$0.00	$9,048.90	
TOTAL III.	**$92,743.90**	**-$20,879.38**	**$71,864.52**	
IV. FIXED FEE				
Design =12%	$ 18,602.22	$ 37.04	$18,639.26	12%
Construction Inspection=14%	$ 16,700.46	$ 8,953.56	$25,654.02	14%
TOTAL IV.	**$35,302.68**	**$8,990.60**	**$44,293.28**	
SUB TOTAL I.-IV.	**$405,748.42**	**$53,198.92**	**$458,947.34**	
V. SUBCONTRACTOR & ADDITIONAL SERVICES				
			$0.00	
			$0.00	
Contingency	$251.58	$6,233.47	$6,485.05	
TOTAL V.	**$251.58**	**$6,233.47**	**$6,485.05**	
GRAND TOTAL, I.-V.	**$406,000.00**	**$59,432.40**	**$465,432.40**	

Nick Vosburg Date
City Engineer
City of Elmira

Richard C. Bennett, P.E. Date
LaBella Associates

\Elmira, City of\2224485 - Fassett Rd Improvements\00_Project Management\Agreements\Extra Work Request\[Fassett Sched A rev 1 11-6-2025.xlsx]Sched

Fassett Road Project - Construction Inspection 6-Nov-25
Table A: Salary Schedule Page 1
LaBella Associates

Job Title	Current Year Ave. Hourly Rate (4/2022)	Project Mid-Point Ave. Hourly Rate (9/2025)	Current Year Max. Hourly Rate (9/20252)	Overtime Category
Project Manager	$64.14	$66.07	$72.12	A
Junior Engineer	$31.88	$32.84	$38.46	C
Resident Engineer (Inspector IV)	$47.07	$55.00	$55.00	C

Overtime Policy (Example):
Category A: No OT
Category B: OT at straight time rate for hours worked in excess of 40 per week
Category C: OT at 1.50 times straight time rate for hours worked in excess of 40 per week

Fassett Road Project - Construction Inspection
Table B: Staffing Table and Direct Labor Costs
LaBella Associates

6-Nov-25
Page 2

NAME		PRE CON	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Post Con	TOTAL HOURS	MID POINT RATES	LABOR COST	OT PREMIUM	TOTAL COST
			2025																				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15						
CONSTRUCTION PROJECT MANAGER	REG																			$66.07	$ -		$ -
ASCE or NICET LEVEL (VII)	OT																				$ -	$ -	$ -
JUNIOR ENGINEER	REG																			$32.84	$ -		$ -
ASCE or NICET LEVEL (II)	OT																				$ -	$ -	$ -
RESIDENT ENGINEER	REG												120	168	184	144			616	$55.00	$ 33,880		$ 33,880
ASCE or NICET LEVEL (IV)	OT												10	10	10				30	$55.00	$ 1,650	$ 825	$ 2,475
																					$ -		$ -
																					$ -	$ -	$ -
TOTALS													130	178	194	144			646		$ 35,530	$ 825	$ 36,355

PROJECT MID-POINT

TOTAL DIRECT LABOR COSTS:	$ 35,530
TOTAL OVERTIME PREMIUM:	$ 825

KEY PERSONELL
PROJECT MANAGER - Doug Hastings
RESIDENT ENGINEER - Jim Pupatelli
JUNIOR ENGINEER - Bridget DeHaan

	Desc	Miles per trip	Trips per day	# days	Total miles	RATE	COST
MILEAGE	PM	240		13		$0.585	
	RE	5		140		$0.585	
MISC.	Expendable Equipment				ESTIMATED		
	TOTAL EXPENSES						

Other Charges - testing lab, etc.	

Fassett Road Project - Construction Inspection 6-Nov-25
Table C: Direct Non-Salary Costs Page 3
LaBella Associates

Description	**Basic Design Services**	**Special Services**	**Construction Inspection/RPR Services**
Mileage 3820 miles at $0.585/mile	$0.00	$0.00	$0.00
Material Testing Services	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
TOTALS:	$0.00	$0.00	$0.00

Fassett Road Project - Construction Inspection
Sample Table D: Summary of Costs
LaBella Associates

6-Nov-25
Page 4

Description	**Basic Design Services**	**Special Services**	**Construction Inspection/RPR Services**	**Total**
Direct Labor	$0.00	$0.00	$35,530.00	$35,530.00
Premium Overtime Labor	$0.00	$0.00	$825.00	$825.00
Direct Non-Salary Costs (excluding subs)	$0.00	$0.00	$0.00	$0.00
Overhead (0.80% on Direct Labor only)	$0.00	$0.00	$28,424.00	$28,424.00
Fixed Fee (14.0% on Direct Labor + Overhead)	$0.00	$0.00	$8,953.56	$8,953.56
Subconsultant Cost: DEF Consultants	$0.00	$0.00	$0.00	$0.00
Subconsultant Cost: GHI Consultants	$0.00	$0.00	$0.00	$0.00
TOTALS:	**$0.00**	**$0.00**	**$73,732.56**	**$73,732.56**

Agenda Summary:	Receive communication from the City Manager and act on resolution approving the hiring of Hunt Engineers, Architects & Land Surveyors, PC to provide professional engineering services requested by the City from January 1, 2026 through December 31, 2026 with the charges for said services not to exceed the sum of $12,500.00 and authorizing the Mayor to enter into an agreement with Hunt; said agreement subject to Corporation Counsel approval.
Resolution Number:	2025-381
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution hunt engineering services 2026 agmt 12.29.2025.doc

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2025-30, the City entered into an Agreement with Hunt Engineers, Architects & Land Surveyors, P.C. (Hunt) to provide professional engineering services as requested by the City during the 2025 calendar year, which expires December 31, 2025. The total cost for these services was not to exceed the sum of Twelve Thousand Five Hundred Dollars ($12,500.00).

City staff recommends that this Agreement continue through 2026, commencing from January 1, 2026 through December 31, 2026 for these services not to exceed Twelve Thousand Five Hundred Dollars ($12,500.00). The following resolution authorizes the retention of Hunt for these services and authorizes the Mayor to execute the Agreement.

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 - ______

By Councilmember____________________:

RESOLVED, that the communication from the City Manager regarding the City's hiring of Hunt Engineers, Architects & Land Surveyors, P.C. (Hunt) to provide professional engineering services as requested by the City from January 1, 2026 through December 31, 2026, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize and approve the hiring of Hunt to provide professional engineering services for the aforestated period with the charges for said services not to exceed the sum of Twelve Thousand Five Hundred Dollars ($12,500.00); and be it further

RESOLVED, that the Mayor be and is hereby authorized to enter into an Agreement with Hunt; said Agreement 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: Receive communication from the City Manager and act on resolution authorizing the Mayor to sign an intermunicipal agreement between the Town of Baldwin, Chemung County and City whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law, which services will be at a cost of $6,250.00 commencing January 1, 2026 and expiring December 31, 2026 and which amount will be paid to the City by Chemung County on behalf of the Town; said agreement subject to Corporation Counsel approval.

Resolution Number: 2025-382

Sponsor: Joseph Duffy

ATTACHMENTS

resolution article 26 town of baldwin animal control agmt with county 2025 12.29.2025.docx

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The County of Chemung and the Town of Baldwin desire to enter in an Intermunicipal Agreements with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed for the main purpose of enforcing Article 26 of the Agriculture and Markets Law, since the Chemung County Humane Society and SPCA, Inc. no longer provides this service. The County of Chemung will also be a party to the Agreement because it will pay the City for the calendar year 2026, commencing January 1, 2026 and expiring December 31, 2026, the sum of $6,250.00 for these services.

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

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 - ______

By Councilmember ______________________:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement between the City of Elmira, the County of Chemung and the Town of Baldwin whereby the City will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement with the Town of Baldwin, the County of Chemung and the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed for the main purpose of enforcing Article 26 of the Agriculture and Markets Law; said services shall be at a cost of $6,250.00 commencing January 1, 2026 and expiring on December 31, 2026, which amount will be paid by the County of Chemung to the City on behalf of the Town; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember 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 authorizing the Mayor to sign an intermunicipal agreement between the Town of Erin, Chemung County and City whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law, which services will be at a cost of $6,250.00 commencing January 1, 2026 and expiring December 31, 2026 and which amount will be paid to the City by Chemung County on behalf of the Town; said agreement subject to Corporation Counsel approval.
Resolution Number:	2025-383
Sponsor:	Gary Brinn

ATTACHMENTS

resolution article 26 town of erin animal control agmt with county 2026 12.29.2025.docx

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The County of Chemung and the Town of Erin desire to enter in an Intermunicipal Agreements with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed for the main purpose of enforcing Article 26 of the Agriculture and Markets Law, since the Chemung County Humane Society and SPCA, Inc. no longer provides this service. The County of Chemung will also be a party to the Agreement because it will pay the City for the calendar year 2026, commencing January 1, 2026 and expiring December 31, 20256 the sum of $6,250.00 for these services.

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

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 - ______

By Councilmember ______________:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement between the City of Elmira, the County of Chemung and the Town of Erin whereby the City will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement with the Town of Erin, the County of Chemung and the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed for the main purpose of enforcing Article 26 of the Agriculture and Markets Law; said services shall be at a cost of $6,250.00 commencing January 1, 2026 and expiring on December 31, 2026, which amount will be paid by the County of Chemung to the City on behalf of the Town; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember 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 authorizing the Mayor to sign an intermunicipal agreement between the Town of VanEtten, Chemung County and City whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law, which services will be at a cost of $6,250.00 commencing January 1, 2026 and expiring December 31, 2026 and which amount will be paid to the City by Chemung County on behalf of the Town; said agreement subject to Corporation Counsel approval.

Resolution Number: 2025-384

Sponsor: Nan Moss

ATTACHMENTS

resolution article 26 town of vanetten animal control agmt with county 2026 12.29.2025.docx

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The County of Chemung and the Town of VanEtten desire to enter in an Intermunicipal Agreements with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed for the main purpose of enforcing Article 26 of the Agriculture and Markets Law, since the Chemung County Humane Society and SPCA, Inc. no longer provides this service. The County of Chemung will also be a party to the Agreement because it will pay the City for the calendar year 2026, commencing January 1, 2026 and expiring December 31, 2026, the sum of $6,250.00 for these services.

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

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 - _______

By Councilmember _________________________:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement between the City of Elmira, the County of Chemung and the Town of VanEtten whereby the City will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement with the Town of VanEtten, the County of Chemung and the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed for the main purpose of enforcing Article 26 of the Agriculture and Markets Law; said services shall be at a cost of $6,250.00, commencing January 1, 2026 and expiring on December 31, 2026, which amount will be paid by the County of Chemung to the City on behalf of the Town; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		**NAYS**
	Councilmember 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 an agreement between Chemung County and the City commencing January 1, 2026 and expiring December 31, 2026, whereby the City shall provide services to the County consisting of the operation of Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration to the City not to exceed $241,500.00 and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.

Resolution Number: 2025-385

Sponsor: Mayor Mandell

ATTACHMENTS

resolution city-county DSS full time inv and youth court 2026 agmt 12.29.2025.doc

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City and the County have previously entered into a contract whereby the City conducted the Youth Court, and the City provided a full-time police officer as a Fraud Investigator for the Department of Social Services. The current contract expires December 31, 2025. The City and County wish to renew this contract for calendar year 2026, which contract provides that the County will pay the City the sum of $241,500.00 for these services.

The following resolution authorizes the agreement and further authorizes the Mayor to execute the agreement.

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 – _____

By Councilmember ____________________:

RESOLVED, that the communication from the City Manager regarding the agreement between the County of Chemung and the City of Elmira regarding certain services to be provided by the City in consideration for payment by the County, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby approve the agreement between the County of Chemung and the City of Elmira effective from January 1, 2026 and terminating December 31, 2026, whereby the City shall provide to the County services consisting of the operation of the Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration not to exceed $241,500.00 for the year 2026 and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute said agreement; the agreement 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:	Receive communication from the City Manager and act on resolution approving a fire protection safety contract for City Hall with Johnson Controls Fire Protection LP for a one-year term commencing January 1, 2026 through December 31, 2026 at a total annual cost of $1,100.00 ($550.00 semi-annually) and authorizing the City Manager to execute the inspection renewal agreement; said agreement subject to Corporation Counsel approval.
Resolution Number:	2025-386
Sponsor:	Gary Brinn

ATTACHMENTS

resolution johnson controls fire safety protection city hall 2026 12.29.2025.doc

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Buildings and Grounds Director recommends utilizing the services of Johnson Controls Fire Protection LP as the City's fire safety inspectors to inspect the fire suppression system, sprinkler inspections, and provide fire alarm inspections and maintenance at City Hall on a semi-annual basis. Johnson Controls is proposing a one-year contract at an annual cost of $1,100.00 ($550.00 semi-annually).

The following resolution approves the new contract and authorizes the City Manager to sign it.

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember ______________________:

RESOLVED, that the communication from the City Manager regarding the retention of fire safety inspectors with Johnson Controls Fire Protection LP to inspect the fire suppression system, sprinkler inspections, and provide fire alarm inspections and maintenance at the City Hall on a semi-annual basis, 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 fire protection safety contract with Johnson Controls Fire Protection LP for a term of one (1) year commencing January 1, 2026 and expiring December 31, 2026 at a total annual cost of $1,100.00 ($550.00 semi-annually); and be it further

RESOLVED, that the City Manager be and hereby is authorized to execute the inspection renewal agreement; said agreement 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: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement whereby the City provides Hazardous Materials Incident Response to Chemung County at an annual cost to the County of $35,000.00; said agreement subject to Corporation Counsel approval.

Resolution Number: 2025-387

Sponsor: Joseph Duffy

ATTACHMENTS

resolution hazmat agmt 2026 with county of chemung 12.29.2025.doc

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In March of 1989 the County of Chemung (County) and the City of Elmira (City) entered into an agreement whereby the County agreed to financially assist the City in the cost of establishing and maintaining a Hazardous Materials Incident Response Team. In 1989 the City, through its Fire Department, did establish a response team capable of providing response to municipalities within the County of Chemung upon request. The City's Fire Department is capable of providing such response, and it is the desire of both the County and the City to continue an agreement setting forth the procedures for such response. The County will pay to the City the annual amount of $35,000.00 for these services.

The following resolution authorizes the Mayor to enter into an agreement with the County of Chemung for Hazardous Materials Incident Response for the year 2026 for the annual amount of $35,000.00.

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 – _____

By Councilmember___________:

RESOLVED, that the communication from the City Manager regarding an agreement between the County of Chemung and the City of Elmira providing Hazardous Materials Incident Response in calendar year 2026, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement whereby the City of Elmira will provide Hazardous Materials Incident Response to the County of Chemung upon request by the County, and the County of Chemung will pay to the City the annual amount of $35,000.00 for such services; said agreement 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:	Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with Chemung County under which the City will provide to the County's Rabies Program animal handler and specimen services pertaining to dogs, cats, ferrets, wildlife or other mammals commencing January 1, 2026 and expiring December 31, 2026 at a cost to the County of $5,562.00; said agreement subject to Corporation Counsel approval.
Resolution Number:	2025-388
Sponsor:	Jackie Wilson

ATTACHMENTS

resolution 2026 animal handler rabies agmt with county 12.29.2025.docx

December 29, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Previously, the City and the County entered into agreements whereby the City provided animal handler and specimen services for dogs, cats, ferrets, wildlife or other mammals to the County's Rabies Program. The County desires that the City continue these services. The proposed agreement for calendar year 2026, commencing January 1, 2026 and expiring December 31, 2026, provides that the County will pay to the City the annual amount of $5,562.00 for such services.

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

Respectfully yours,

P. Michael Collins
City Manager

December 29, 2025

RESOLUTION
NO. 2025 - ______

By Councilmember __________________:

RESOLVED, that the communication from the City Manager pertaining to the proposed agreement between the County of Chemung and City of Elmira regarding animal handler and specimen services for the year 2026 be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with the County of Chemung under which the City will provide to the County's Rabies Program animal handler and specimen services pertaining to dogs, cats, ferrets, wildlife or other mammals, said services to be provided to the County for the calendar year 2026, commencing January 1, 2026 and expiring December 31, 2026, and the County shall pay to the City for said services the amount of $5,562.00; said agreement 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 and directing the Mayor to enter into a one-year agreement with NextRequest, a copy of which is attached hereto, at an annual term commencing January 1, 2026 in the amount of $12,080.88 with an automatic one-year renewal with a five percent (5%) increase on the renewal date; said agreement subject to Corporation Counsel approval.
Resolution Number:	2025-389
Sponsor:	Nan Moss

ATTACHMENTS

resolution nextrequest FOIL software 2-yr agmt 12.29.2025.docx
NextRequest FOIL Software agmt 1.1.2026-12.31.2027.pdf

December 29, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember__________________:

WHEREAS, NextRequest FOIL Software provides services to the City; and

WHEREAS, the annual fee for such services is $12,080.88 pursuant to a Standard Work Order, commencing January 1, 2026, which will automatically renew for an additional one year, subject to an increase of five percent (5%) for each renewal term; and

WHEREAS, the City Manager has recommended that the City Council approve the Statement of Work, which is subject to the terms and conditions of the Master Services Agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council for the City of Elmira, New York does hereby approve and directs the Mayor to enter into a one-year agreement with NextRequest, a copy of which is attached hereto and made a part hereof, at an annual term commencing January 1, 2026, in the amount of $12,080.88 and which agreement will automatically renew annually with a five percent (5%) increase on each renewal date of each calendar year for the life of the agreement, unless notice is given sixty (60) days prior to the renewal date; and be it further

RESOLVED, that the agreement with NextRequest shall not be renewed, the initial term thereof extended or the agreement amended, without the express consent by resolution of Elmira City Council; and

RESOLVED, that said agreement between the City and NextRequest 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	

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:	Q-111776-1
Date:	11/7/2025 9:42 AM
Customer:	ELMIRA CITY, NEW YORK

QTY	DESCRIPTION	
1.00	NextRequest Standard with up to 10 Admin-Publisher Users and 2TB of Storage	
Annual Recurring Services - Initial Term		USD 12,080.88
Annual Recurring Services - (Subject to Uplift)		USD 12,080.88

1. This renewal Statement of Work ("SOW") is between City of Elmira, NY ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 1/1/2026 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-111776-1
By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client CITY OF ELMIRA

By:

Printed Name:

Daniel J. Mandell, Jr.

Title:

Mayor

Resolution No. 2025-

Date:

/ /202

Organization Legal Name:

City of Elmira, NY

Billing Contact:

Charmain Cattan

Title:

City Chamberlain

Billing Phone Number:

607/737-5658

Billing Email:

ccattan@cityofelmira.net

Billing Address:

317 E. Church Street

Elmira, NY 14901

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus

By:

Printed Name:

Amy Vikander

Title:

Senior Vice President of Customer Success

Date:
11/10/2025

Agenda Summary: Received communication from the City Manager and act on resolution approving the overtime for the Elmira Police Department for pay periods 21-24, in the amount of $54,214.93.

Resolution Number: 2025-390

Sponsor: Mayor Mandell

ATTACHMENTS

EPD OT Resolution (pay periods 21-24).docx
OT Reports (pay periods 21-24).pdf

December 29, 2025

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Police Department for the pay periods 21-24 of 2025.

It is respectfully recommended that the City Council authorize the payment of $54,214.93 to members of the Elmira Police Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION
NO. 2025 - _______

By Councilmember:___________________________________

RESOLVED, that the communication from the City Manager dated December 29, 2025 reporting the overtime pay for the Elmira Police Department personnel during emergency situations for the first quarter of 2025, be received and placed on file; and be it further

RESOLVED, that the overtime pay for pay periods 21-24 of 2025, in the amount of $54,214.93 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Police Department.

ADOPTED BY THE FOLLOWING VOTE

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

2025 EPD Overtime

pay period	2025	2025 YTD	2024 YTD	2023 TYD
pay #1	$25,005.22	$25,005.22	$24,337.20	$26,718.34
pay #2	$30,639.80	$55,645.02	$46,051.83	$34,701.13
pay #3	$15,969.98	$71,615.00	$54,252.08	$57,663.19
pay #4	$19,282.85	$90,897.85	$63,619.37	$71,388.96
pay #5	$18,724.80	$109,622.65	$72,184.48	$85,054.38
pay #6	$15,163.86	$124,786.51	$86,411.61	$99,896.57
pay #7	$23,116.46	$147,902.97	$99,637.90	$110,665.44
pay #8	$10,680.65	$158,583.62	$111,898.40	$122,451.51
pay #9	$16,123.57	$174,707.19	$132,488.39	$138,971.69
pay #10	$25,662.49	$200,369.68	$149,498.39	$151,336.82
pay #11	$17,069.37	$217,439.05	$161,559.50	$171,765.78
pay #12	$19,949.31	$237,388.36	$186,920.92	$187,545.97
pay #13	$25,841.57	$263,229.93	$205,082.00	$212,954.64
pay #14	$13,422.80	$276,652.73	$239,054.96	$236,057.51
pay #15	$41,708.00	$318,360.73	$267,645.84	$274,009.71
pay #16	$29,529.00	$347,889.73	$291,013.24	$294,668.89
pay #17	$21,147.78	$369,037.51	$309,208.07	$309,947.02
pay #18	$23,386.72	$392,424.23	$330,941.98	$325,437.03
pay #19	$15,271.71	$407,695.94	$349,104.91	$337,542.43
pay #20	$10,879.86	$418,575.80	$365,963.36	$347,657.94
pay #21	$13,831.43	$432,407.23	$376,989.06	$355,534.16
pay #22	$12,562.52	$444,969.75	$391,286.63	$370,713.30
pay #23	$18,292.79	$463,262.54	$412,426.65	$386,386.25
pay #24	$9,528.19	$472,790.73	$425,466.35	$395,812.43
pay #25			$460,807.12	$416,629.41
pay #26			$469,668.34	$431,433.31

EPD reimbursable OT

	2025	2024	2023
1st quarter			
Jan - Mar	$10,292.85	$11,742.53	$3,332.96
2nd quarter			
Apr - Jun	$16,987.26	$15,230.52	$4,416.97
3rd quarter			
Jul - Sept	$19,978.00	$2,785.49	$4,676.12
4th quarter	*numbers will not be		
Oct - Dec	available until end of grant cycle		
TOTALS	**$47,258.11**	$29,758.54	$12,426.05

Agenda Summary: Act on Vacant Rental Grant Program Audit.

Resolution Number: 2025-391

Sponsor: Gary Brinn

ATTACHMENTS

12-29-2025 audit (VRP).docx

December 29, 2025

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- VACANT RENTAL PROGRAM
RESOLUTION NO. 2025-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$300,000** are hereby audited for payment for the Vacant Rental Program grant, December 29, 2025

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
VRP Construction Grant	River Valley Contracting	See attachment for additional information	$ 75,000.00
VRP Construction Grant	Griffin Construction	See attachment for additional information	$ 225,000.00
		TOTAL	**$ 300,000.00**

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

Resolution Number: 2025-392

Sponsor: Corey Cooke

ATTACHMENTS

12-29-2025 audit (ADLN).docx

December 29, 2025

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- ANTI DISPLACEMENT LEARNING NETWORK
RESOLUTION NO. 2025-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$17,150.00** they are hereby audited for payment for the Anti Displacement Learning Network grant, December 29, 2025

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Filing Fee	Chemung County clerk	See attachment for additional information	$75.00
ADLN Grant	River Valley Construction	See attachment for additional information	$10,000.00
Filing Fee	Chemung County clerk	See attachment for additional information	$75.00
ADLN Grant	Griffin Construction	See attachment for additional information	$7,000.00
		TOTAL	**$17,150.00**

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

Resolution Number: 2025-393

Sponsor: Jackie Wilson

ATTACHMENTS

12-29-2025 audit (LEAD).doc

December 29, 2025

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2025-______

Councilmember ______________________________

RESOLVED, that the bills in the amount of **$4,961.77** are hereby audited for payment for the LEAD Hazard Reduction Grant, December 29, 2025.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	$ 4,000.00
Travel	Mike Rangstrom	Reimbursement for Mileage Sept-December 2025	$ 285.83
Training	City Chamberlain	Federal LEAD Based Paint Firm Cert	$ 550.00
Office Supplies	Chemung County Treasures Office	2025 Adobe	$101.85
ADP	ADP	invoice #707313243	$24.09
		TOTAL	**$ 4,961.77**

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

Resolution Number: 2025-394

Sponsor: Joseph Duffy

ATTACHMENTS

12-29-2025 audit (CDBG;HOME).docx

December 29, 2025

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2025-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$185,641.16** they are hereby audited for payment for the Community Development Block Grant, December 29, 2025.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Payroll (Rehab and Admin)	Payroll	Payroll not to exceed	$17,000.00
Filing Fee	Chemung County Clerk	See attachment for additional information	$311.50
Processing Fees	AMRent	invoice #6610548	$53.70
Office Supplies	Chemung County Treasure's Office		$203.70
ADP	ADP	invoice #707313243	$72.26
HOME Grant	Griffin Construction	See attachment for additional information	$39,000.00
HOME Grant	River Valley Construction	See attachment for additional information	$39,000.00
Demo	City Chamberlain	Demo of 422 W. Church St	$90,000.00
		TOTAL	**$185,641.16**

Agenda Summary: Act on Audit.

Resolution Number: 2025-395

Sponsor: Nan Moss

ATTACHMENTS

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

DATE: December 29th, 2025

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:	$775,590.28
CAPITAL FUNDS:	$387,368.87
COMMUNITY DEVELOPMENT;	$0.00
TRUST & AGENCY FUNDS:	$0.00
SELF INSURANCE FUNDS:	$0.00

TOTAL PER ATTACHED COMPUTER LIST:	$1,162,959.15
OTHER PAYMENTS:	
PAYROLLS W/E December 28th, 2025	$800,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	$84,342.97
CAPITAL HAND CHECKS	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL OTHER PAYMENTS:	$884,342.97

GRAND TOTAL PAYMENTS:	$2,047,302.12
	===============

RESOLUTION NO. 2025-

By Councilmember ___________________________

RESOLVED, that the bills and the payrolls in the amount of be and they hereby are audited and approved for payment, when in funds. $2,047,302.12

ADOPTED BY THE FOLLOWING VOTE:

AYES		NAYS
______	COUNCILMEMBER MOSS	______
______	COUNCILMEMBER WILSON	______
______	COUNCILMEMBER COOKE	______
______	COUNCILMEMBER BRINN	______
______	COUNCILMEMBER GRASSO	______
______	COUNCILMEMBER DUFFY	______
______	MAYOR MANDELL	______

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/29/2025

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	12/29/2025	208812	Accounts Payable	ACCURINT	150.00

Invoice	Date	Description	Check Sort Code	Amount
1100234179	12/11/2025	NOVEMBER MINIMUM COMMITMENT		150.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208813	Accounts Payable	ADP	3,831.63

Invoice	Date	Description	Check Sort Code	Amount
707311802	12/11/2025	CLIENT NUMBER 262059		1,795.30
707313241	12/11/2025	CLIENT NUMBER 262059		2,036.33

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208814	Accounts Payable	AIRGAS EAST	148.95

Invoice	Date	Description	Check Sort Code	Amount
5520723689	12/11/2025	AIRGAS Medical Oxygen BPO		148.95

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208815	Accounts Payable	AMAZON CAPITAL SERVICES INC	297.79

Invoice	Date	Description	Check Sort Code	Amount
11CQ-MLPQ-4R7Q	12/11/2025	Network Module for Woodlawn for EPD		122.00
1RPL-QHNN-3XHQ	12/11/2025	& 1RN7-RPPG-KMRP		175.79

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208816	Accounts Payable	AT&T	92.78

Invoice	Date	Description	Check Sort Code	Amount
1182267014	12/11/2025	ACCT#1000-810-0850		92.78

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208817	Accounts Payable	AUSTIN EXCAVATING & PAVING INC	539.22

Invoice	Date	Description	Check Sort Code	Amount
21433	11/28/2025	Coarse sand/Mason sand		539.22

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208818	Accounts Payable	BANFIELD BAKER CORPORATION	288.00

Invoice	Date	Description	Check Sort Code	Amount
8106	12/08/2025	MANGER STRAW		288.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208819	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.	55.49

Invoice	Date	Description	Check Sort Code	Amount
402609	12/03/2025	PARTS AND SUPPLIES		55.49

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208820	Accounts Payable	CARANELL PARKS	125.00

Invoice	Date	Description	Check Sort Code	Amount
2025	12/11/2025	ZONING BOARD MEETINGS		125.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208821	Accounts Payable	CARGILL, INCORPORATED	8,904.32

Invoice	Date	Description	Check Sort Code	Amount
2911793794	12/09/2025	Deicing Salt		2,192.55
2911799643	12/10/2025	Deicing Salt		6,711.77

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208822	Accounts Payable	CARL VALLELY	175.00

Invoice	Date	Description	Check Sort Code	Amount
2025	12/11/2025	HISTORIC BOARD		175.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208823	Accounts Payable	CENTRALUS HEALTH	470.00

Invoice	Date	Description	Check Sort Code	Amount
700000218	12/11/2025	DRUG TESTING		470.00

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	12/29/2025	208824	Accounts Payable	CHALFANT , DEREK	25.00

	Invoice		Date	Description	Check Sort Code	Amount
	2025		12/11/2025	HISTORIC BOARD		25.00
Check	12/29/2025	208825	Accounts Payable	CHAMPION FASTENERS		414.20
	Invoice		Date	Description	Check Sort Code	Amount
	110662		12/10/2025	Equipment Service		414.20
Check	12/29/2025	208826	Accounts Payable	CHAPEL LUMBER COMPANY		24.09
	Invoice		Date	Description	Check Sort Code	Amount
	178549, 178550		12/10/2025	BLANKET FOR LUMBER, MISC BUILDING MATERIALS		24.09
Check	12/29/2025	208827	Accounts Payable	CHARLES SHAFFER		275.00
	Invoice		Date	Description	Check Sort Code	Amount
	PLANNING 25		12/11/2025	PLANNING BOARD		275.00
Check	12/29/2025	208828	Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT		171.00
	Invoice		Date	Description	Check Sort Code	Amount
	CLAIMS RUNOFF 2		12/11/2025	COUNTY INSURANCE FROM 2024		171.00
Check	12/29/2025	208829	Accounts Payable	CHEMUNG COUNTY TRANSFER		18,958.76
	Invoice		Date	Description	Check Sort Code	Amount
	143028		12/01/2025	GARBAGE REFUSE FEES FOR CITY & HERITAGE		7,753.28
	143030		12/01/2025	GARBAGE REFUSE FEES FOR ELMIRA HEIGHTS		567.26
	142977		11/24/2025	GARBAGE REFUSE FEES FOR CITY & HERITAGE		8,165.66
	142979		11/24/2025	GARBAGE REFUSE FEES FOR ELMIRA HEIGHTS		582.56
	142978		12/11/2025	CUST#TI-00038 1		995.50
	143029		12/11/2025	CUST#TI-00038 1		380.50
	143063		12/11/2025	TI-0038 1		514.00
Check	12/29/2025	208830	Accounts Payable	CHEMUNG COUNTY TREASURER		19,132.23
	Invoice		Date	Description	Check Sort Code	Amount
	2025-00000028		12/11/2025	2025 ADOBE ACROBAT PRO CHARGEBACKS		305.55
	EHA PILOT 2024		12/11/2025	COUNTY PORTION		18,826.68
Check	12/29/2025	208831	Accounts Payable	CHEMUNG COUNTY YOUTH BUREAU		8,974.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025		12/11/2025	SUMMER COHESION		8,974.00
Check	12/29/2025	208832	Accounts Payable	CHEMUNG SUPPLY CORPORATION		4,294.91
	Invoice		Date	Description	Check Sort Code	Amount
	39917		11/17/2025	Snow and Ice control		794.60
	39971		11/19/2025	Snow and Ice control		(771.30)
	40225		12/04/2025	Snow and Ice control		370.40
	39919		11/17/2025	Miscellaneous Steel Shapes		2,903.70
	39916		11/17/2025	Blanket for Purchase of Drainage Supplies		997.51
Check	12/29/2025	208833	Accounts Payable	CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.		10,982.72
	Invoice		Date	Description	Check Sort Code	Amount
	71820831101		12/11/2025	CUST#2530739-41493		10,982.72
Check	12/29/2025	208834	Accounts Payable	COOK BROTHERS		590.27
	Invoice		Date	Description	Check Sort Code	Amount
	2544329		12/08/2025	Automotive Parts		61.95
	2544934		12/09/2025	Automotive Parts		434.58
	2544945		12/09/2025	Automotive Parts		93.74
Check	12/29/2025	208835	Accounts Payable	CORE		166.00
	Invoice		Date	Description	Check Sort Code	Amount
	486489, 286851		12/11/2025	ANIMAL SHELTER		166.00
Check	12/29/2025	208836	Accounts Payable	CORNING COMMUNITY COLLEGE		100.00

						Check Sort Code	Amount
	Invoice		Date	Description		Check Sort Code	Amount
	C00047953-12		12/11/2025	PHOTOGRAPHY COURSE - HILLMAN			100.00
Check	12/29/2025	208837	Accounts Payable		CULLIGAN		386.75
	Invoice		Date	Description		Check Sort Code	Amount
	272X35633603		12/09/2025	BLANKET FOR WATER AND COOLER RENTAL			9.75
	STMT SUMMARY		12/11/2025	EPD& EPD DB WATER COOLERS			377.00
Check	12/29/2025	208838	Accounts Payable		CURREN HARDWARE & FEED		61.92
	Invoice		Date	Description		Check Sort Code	Amount
	41863+		12/04/2025	PARTS AND SUPPLIES			61.92
Check	12/29/2025	208839	Accounts Payable		CUSTOM PEST CONTROL		112.00
	Invoice		Date	Description		Check Sort Code	Amount
	211377		12/07/2025	PEST CONTROL			71.00
	212963		12/03/2025	PEST CONTROL			41.00
Check	12/29/2025	208840	Accounts Payable		DAVE'S TOWING		150.00
	Invoice		Date	Description		Check Sort Code	Amount
	66242		12/11/2025	TOWING			150.00
Check	12/29/2025	208841	Accounts Payable		DAVID HARKNESS		75.00
	Invoice		Date	Description		Check Sort Code	Amount
	PLANNING 25		12/11/2025	PLANNING BOARD			75.00
Check	12/29/2025	208842	Accounts Payable		DAVIS ULMER		500.00
	Invoice		Date	Description		Check Sort Code	Amount
	1052-F414153		12/04/2025	DAVIS ULMER			500.00
Check	12/29/2025	208843	Accounts Payable		DEBORAH WICH		225.00
	Invoice		Date	Description		Check Sort Code	Amount
	2025		12/11/2025	ZONING BOARD MEETINGS			225.00
Check	12/29/2025	208844	Accounts Payable		DENIERIO'S AUTO DETAILING		75.00
	Invoice		Date	Description		Check Sort Code	Amount
	07005222		12/11/2025	BIOHAZARD CLEAN UP #201			75.00
Check	12/29/2025	208845	Accounts Payable		DIANE JANOWSKI		125.00
	Invoice		Date	Description		Check Sort Code	Amount
	2025		12/11/2025	HISTORIC BOARD			125.00
Check	12/29/2025	208846	Accounts Payable		EASTERN SECURITY SERVICES		178.35
	Invoice		Date	Description		Check Sort Code	Amount
	R277887		12/01/2025	SECURITY SYSTEM AT MTGC			178.35
Check	12/29/2025	208847	Accounts Payable		EBM		1,456.92
	Invoice		Date	Description		Check Sort Code	Amount
	INV-009304		12/11/2025	EBM LICENSE FEE & COBRA ADMIN FEE			1,456.92
Check	12/29/2025	208848	Accounts Payable		Elizabeth Chalfant		125.00
	Invoice		Date	Description		Check Sort Code	Amount
	2025		12/11/2025	HISTORIC BOARD			125.00
Check	12/29/2025	208849	Accounts Payable		ELMIRA CITY COURT CLERK		20.00
	Invoice		Date	Description		Check Sort Code	Amount
	FILING FEE		12/11/2025	ELMIRA V. MATSCH AND TAYLOR			20.00
Check	12/29/2025	208850	Accounts Payable		ELMIRA CITY SCHOOL DISTRICT		49,638.51
	Invoice		Date	Description		Check Sort Code	Amount
	EHA PILOT 2024		12/11/2025	AMOUNT DUE TO SCHOOL			49,638.51
Check	12/29/2025	208851	Accounts Payable		ELMIRA DOWNTOWN DEVELOPMENT		3,902.59
	Invoice		Date	Description		Check Sort Code	Amount
	TAX PORTION		12/11/2025	DUE TO EDD			3,902.59
Check	12/29/2025	208852	Accounts Payable		EMPIRE ACCESS		1,646.45
	Invoice		Date	Description		Check Sort Code	Amount

	11938868		12/11/2025	ACCT#00089371-4		1,646.45
Check	12/29/2025	208853	Accounts Payable	EMSTAR		230.00
	Invoice		Date	Description	Check Sort Code	Amount
	2024394		12/11/2025	BLS CARDS		230.00
Check	12/29/2025	208854	Accounts Payable	FERRARIO FORD LINCOLN MERCURY		195.12
	Invoice		Date	Description	Check Sort Code	Amount
	24530		11/04/2025	Automotive repair - Outside		195.12
Check	12/29/2025	208855	Accounts Payable	FINCH TURF, INC.		355.46
	Invoice		Date	Description	Check Sort Code	Amount
	B47314		12/04/2025	PARTS AND SUPPLIES		355.46
Check	12/29/2025	208856	Accounts Payable	GenNx Whitsons Acquisition, Inc.		84.00
	Invoice		Date	Description	Check Sort Code	Amount
	CAT54714		12/11/2025	PRISONER MEALS		84.00
Check	12/29/2025	208857	Accounts Payable	HESSELSON'S		299.99
	Invoice		Date	Description	Check Sort Code	Amount
	27802		12/08/2025	CSEA BOOTS		150.00
	27609		12/05/2025	CSEA BOOTS		149.99
Check	12/29/2025	208858	Accounts Payable	HIGHER INFORMATION GROUP		573.06
	Invoice		Date	Description	Check Sort Code	Amount
	539205		12/11/2025	ANNUAL BASE RATE PLUS AVERAGES		573.06
Check	12/29/2025	208859	Accounts Payable	HIVIS SUPPLY		45.48
	Invoice		Date	Description	Check Sort Code	Amount
	24788		12/10/2025	SAFETY SUPPLIES		45.48
Check	12/29/2025	208860	Accounts Payable	HOSKINS , RICHARD		250.00
	Invoice		Date	Description	Check Sort Code	Amount
	PLANNING 25		12/11/2025	PLANNING BOARD		250.00
Check	12/29/2025	208861	Accounts Payable	I. D. BOOTH, INC.		205.56
	Invoice		Date	Description	Check Sort Code	Amount
	S100226493.001		11/17/2025	Industrial / Commerical Supplies		81.29
	S100234838.001		12/08/2025	Industrial / Commerical Supplies		42.31
	234741		12/08/2025	ELECTRICAL SUPPLIES		20.42
	233433		12/04/2025	BLANKET FOR INUDTRIAL SUPPLIES		44.98
	236182		12/10/2025	PARTS AND SUPPLIES		16.56
Check	12/29/2025	208862	Accounts Payable	JAMES CAPRIOTTI		508,400.00
	Invoice		Date	Description	Check Sort Code	Amount
	NYS GRANT		12/11/2025	FROM COMMUNITY DEVELOPMENT		508,400.00
Check	12/29/2025	208863	Accounts Payable	JOHN'S EQUIPMENT RENTAL		70.00
	Invoice		Date	Description	Check Sort Code	Amount
	81626		12/11/2025	JOHN'S EQUIP RENTAL Blanket PO		70.00
Check	12/29/2025	208864	Accounts Payable	JOSEPH DERITO		175.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025		12/11/2025	HISTORIC BOARD		175.00
Check	12/29/2025	208865	Accounts Payable	JOSEPH MUSTICO		275.00
	Invoice		Date	Description	Check Sort Code	Amount
	PLANNING 25		12/11/2025	PLANNING BOARD		275.00
Check	12/29/2025	208866	Accounts Payable	KPOCH Intermediate Inc.		492.10
	Invoice		Date	Description	Check Sort Code	Amount
	776020		11/30/2025	AFTER HOURS LOCATING FOR UTILITIES		492.10
Check	12/29/2025	208867	Accounts Payable	MAINE TECHNICAL SOURCE		2,561.90
	Invoice		Date	Description	Check Sort Code	Amount
	S1383679		12/10/2025	Survey Supplies & Repair		2,561.90
Check	12/29/2025	208868	Accounts Payable	MARC IMMERMAN, M.D.		1,500.00
	Invoice		Date	Description	Check Sort Code	Amount

POLICE PORTION	12/11/2025	PER CONTRACT		1,500.00

Check 12/29/2025 208869 Accounts Payable MCCARTHY TIRE SERVICE 4,409.22

Invoice	Date	Description	Check Sort Code	Amount
35-91349	12/04/2025	Automotive - Tires		1,121.30
35-91363	12/10/2025	Tires		1,975.92
35-91365	12/10/2025	Tires		1,312.00

Check 12/29/2025 208870 Accounts Payable MCDONALD EXCAVATING, INC. 84.00

Invoice	Date	Description	Check Sort Code	Amount
59192	12/01/2025	Topsoil		84.00

Check 12/29/2025 208871 Accounts Payable MES Service Company LLC 283.02

Invoice	Date	Description	Check Sort Code	Amount
IN2395068	12/11/2025	MES Calibration Gas BPO		283.02

Check 12/29/2025 208872 Accounts Payable NAPA AUTO PARTS 9,581.12

Invoice	Date	Description	Check Sort Code	Amount
155772	11/03/2025	Automotive Parts		5.60
155813	11/04/2025	Automotive Parts		8.73
155998	11/07/2025	Automotive Parts		158.56
156276	11/12/2025	Automotive Parts		20.37
156281	11/12/2025	Automotive Parts		578.43
156298	11/13/2025	Automotive Parts		(81.00)
156327	11/13/2025	Automotive Parts		51.18
156328	11/13/2025	Automotive Parts		32.58
156551	11/18/2025	Automotive Parts		(392.36)
156639	11/19/2025	Automotive Parts		19.98
156619	11/19/2025	Automotive Parts		59.99
156618	11/19/2025	Automotive Parts		30.37
156683	11/20/2025	Automotive Parts		26.60
156711	11/20/2025	Automotive Parts		899.58
156853	11/24/2025	Automotive Parts		1,156.86
156934	11/25/2025	Automotive Parts		(162.00)
156937	11/25/2025	Automotive Parts		(131.99)
156923	11/25/2025	Automotive Parts		578.43
156914	11/25/2025	Automotive Parts		(81.00)
156924	11/25/2025	Automotive Parts		45.75
155733	11/03/2025	Fuel, Oil, Additives		1,600.00
155831	11/04/2025	Fuel, Oil, Additives		278.69
156121	11/10/2025	Fuel, Oil, Additives		6.49
156317	11/13/2025	Fuel, Oil, Additives		96.10
156315	11/13/2025	Fuel, Oil, Additives		580.41
156544	11/18/2025	Fuel, Oil, Additives		9.29
156712	11/20/2025	Fuel, Oil, Additives		209.90
156864	11/24/2025	Fuel, Oil, Additives		493.00
156940	11/25/2025	Fuel, Oil, Additives		653.61
157091	12/01/2025	Fuel, Oil, Additives		19.76
157415	12/05/2025	Fuel, Oil, Additives		96.10
156982	11/26/2025	Automotive Parts		12.46
157120	12/01/2025	Automotive Parts		204.29
157286	12/03/2025	Automotive Parts		13.75
157227	12/03/2025	Automotive Parts		88.77
157257	12/03/2025	Automotive Parts		48.40
157275	12/03/2025	Automotive Parts		5.26
157288	12/03/2025	Automotive Parts		481.88
157316	12/04/2025	Automotive Parts		30.98
157321	12/04/2025	Automotive Parts		36.60
157365	12/04/2025	Automotive Parts		68.55
157382	12/05/2025	Automotive Parts		73.20
157662	12/10/2025	Fuel, Oil, Additives		601.42
157500	12/08/2025	Automotive Parts		6.64
157541	12/08/2025	Automotive Parts		15.98
157622	12/09/2025	Automotive Parts		243.40
157561	12/09/2025	Automotive Parts		321.98
157626	12/09/2025	Automotive Parts		(197.98)

	157562	12/09/2025	Automotive Parts			124.04
	157564	12/09/2025	Automotive Parts			8.22
	157621	12/09/2025	Automotive Parts			14.28
	157642	12/10/2025	Automotive Parts			96.83
	157648	12/10/2025	Automotive Parts			172.96
	157580	12/09/2025	Automotive Parts			97.35
	157652	12/10/2025	Fuel, Oil, Additives			143.85
Check	12/29/2025	208873 Accounts Payable		NATIONAL FIRE PROTECTION ASSOC.		225.00
	Invoice	Date	Description		Check Sort Code	Amount
	2171811M	12/11/2025	ID #3689605			225.00
Check	12/29/2025	208874 Accounts Payable		NU-WAY ELMIRA		3.38
	Invoice	Date	Description		Check Sort Code	Amount
	1174OL5597	11/14/2025	Vehicle Parts & Hardware			3.38
Check	12/29/2025	208875 Accounts Payable		NYSEG		1,274.23
	Invoice	Date	Description		Check Sort Code	Amount
	12/12/25	12/11/2025	ACCT#1005-0397-206			236.43
	DECEMBER 2025	12/11/2025	ACCT#1004-8275-324 - 508 COLLEGE AVE			612.93
	DECEMBER 5, 2025	12/11/2025	ACCT#1005-1984-374			424.87
Check	12/29/2025	208876 Accounts Payable		ORRICK, HERRINGTON, & SUTCLIFFE		9,575.00
	Invoice	Date	Description		Check Sort Code	Amount
	ACCT 42381-2-505	12/18/2025	TAN ISSUANCE			9,575.00
Check	12/29/2025	208877 Accounts Payable		PARMENTER MOTORS, INC.		375.00
	Invoice	Date	Description		Check Sort Code	Amount
	STMT-11/21/25	12/11/2025	TOWING			375.00
Check	12/29/2025	208878 Accounts Payable		Passport Labs, Inc		1,939.45
	Invoice	Date	Description		Check Sort Code	Amount
	INV-1057046	12/11/2025	TICKET PROCESSING FEES			1,939.45
Check	12/29/2025	208879 Accounts Payable		PEOPLEREADY INC		4,968.52
	Invoice	Date	Description		Check Sort Code	Amount
	29392567	12/09/2025	TEMP SERVICES			2,604.15
	29403068	12/16/2025	TEMP SERVICES			2,364.37
Check	12/29/2025	208880 Accounts Payable		PERRY & CARROLL, INC.		18,750.00
	Invoice	Date	Description		Check Sort Code	Amount
	48323	12/11/2025	Q1 ADMIN FEE			18,750.00
Check	12/29/2025	208881 Accounts Payable		PITNEY BOWES		99.00
	Invoice	Date	Description		Check Sort Code	Amount
	1028511045	12/11/2025	ACCT#0010711520			99.00
Check	12/29/2025	208882 Accounts Payable		POINT SPRING & DRIVESHAFT CO.		3,594.44
	Invoice	Date	Description		Check Sort Code	Amount
	T-INV-44884	12/03/2025	Automotive Parts/Supplies Snow&Ice			56.32
	T-INV-44924	12/04/2025	Automotive Parts/Supplies Snow&Ice			104.75
	T-INV-45109	12/10/2025	Refuse Tailgate Cylinder			3,433.37
Check	12/29/2025	208883 Accounts Payable		POSTLER & JAECKLE		4,025.53
	Invoice	Date	Description		Check Sort Code	Amount
	2956013, 2956014	11/30/2025	BUILDING MAINTENANCE			4,025.53
Check	12/29/2025	208884 Accounts Payable		RANGER OUTFITTERS		2,633.69
	Invoice	Date	Description		Check Sort Code	Amount
	27244	12/11/2025	Misc badges and uniform items			2,633.69
Check	12/29/2025	208885 Accounts Payable		RINWALSKE GARAGE		650.00
	Invoice	Date	Description		Check Sort Code	Amount
	STMT#3957	12/11/2025	TOWING			650.00
Check	12/29/2025	208886 Accounts Payable		ROBERT BUTCHER		175.00
	Invoice	Date	Description		Check Sort Code	Amount

	2025		12/11/2025	HISTORIC BOARD		175.00
Check	12/29/2025	208887	Accounts Payable	SCHLATHER, STUMBAR, PARKS & SALK, LLP		1,560.00
	Invoice		Date	Description	Check Sort Code	Amount
	10139		12/11/2025	STROBRIDGE ESTATE V. OROPALLO		1,560.00
Check	12/29/2025	208888	Accounts Payable	SMITH SOVIK KENDRICK & SUGNET, PC		2,072.00
	Invoice		Date	Description	Check Sort Code	Amount
	184572		12/11/2025	CDS HOUSING V. ELMIRA		2,072.00
Check	12/29/2025	208889	Accounts Payable	STAND ENERGY CORPORATION		3,755.21
	Invoice		Date	Description	Check Sort Code	Amount
	2153438		12/11/2025	ACCT#2141861 - NOVEMBER 2025		3,755.21
Check	12/29/2025	208890	Accounts Payable	STAPLES BUSINESS ADVANTAGE		837.32
	Invoice		Date	Description	Check Sort Code	Amount
	6049897094		12/05/2025	Office Supplies		18.27
	6049736019+		11/26/2025	OFFICE SUPPLIES		57.99
	6050008961		12/11/2025	office supplies		761.06
Check	12/29/2025	208891	Accounts Payable	STEWART P. WILSON		4,473.56
	Invoice		Date	Description	Check Sort Code	Amount
	516337		11/25/2025	FUEL-BLANKET PO RFB 2701 Res 25-196 MTGC		174.75
	516310		12/02/2025	FUEL-BLANKET PO RFB 2701 Res 25-196		920.00
	515125		12/03/2025	FUEL-BLANKET PO RFB 2701 Res 25-196		3,378.81
Check	12/29/2025	208892	Accounts Payable	TIME WARNER CABLE		69.95
	Invoice		Date	Description	Check Sort Code	Amount
	143746101120125		12/11/2025	ACCT#143746101		69.95
Check	12/29/2025	208893	Accounts Payable	TIME WARNER CABLE		192.31
	Invoice		Date	Description	Check Sort Code	Amount
	0012573120125		12/01/2025	INTERNET		192.31
Check	12/29/2025	208894	Accounts Payable	TOM KREBS		225.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025		12/11/2025	ZONING BOARD MEETINGS		225.00
Check	12/29/2025	208895	Accounts Payable	TWIN TIER PAINT WALLCOVERING		1,168.97
	Invoice		Date	Description	Check Sort Code	Amount
	77386		12/01/2025	BLANKET FOR PAINT SUPPLIES		121.90
	77520		12/12/2025	PAINT SUPPLIES		1,047.07
Check	12/29/2025	208896	Accounts Payable	TWIN TIERS AUTO WASH, LLC		195.00
	Invoice		Date	Description	Check Sort Code	Amount
	1092		12/11/2025	PATROL VEHICLE WASHES		195.00
Check	12/29/2025	208897	Accounts Payable	UniFirst Corporation		218.49
	Invoice		Date	Description	Check Sort Code	Amount
	278685, 278758		12/11/2025	FLOOR MATS FOR CITY HALL, DPW, MTGC		218.49
Check	12/29/2025	208898	Accounts Payable	UNITED UNIFORM		2,814.51
	Invoice		Date	Description	Check Sort Code	Amount
	I021-549966		12/11/2025	Uniform Items		2,814.51
Check	12/29/2025	208899	Accounts Payable	VAL-U TOWING		90.00
	Invoice		Date	Description	Check Sort Code	Amount
	25EP38357		12/11/2025	TOWING		90.00
Check	12/29/2025	208900	Accounts Payable	VASCO BRANDS, INC.		432.20
	Invoice		Date	Description	Check Sort Code	Amount
	146497/146504		12/11/2025	VASCO Cleaning Supplies BPO		432.20
Check	12/29/2025	208901	Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)		2,085.61
	Invoice		Date	Description	Check Sort Code	Amount

	737-5600-NOV 25	12/11/2025	ACCT#651-754-337-0001-23		87.02
	737-5601-NOV 25	12/11/2025	ACCT#251-754-338-0001-91		1,976.83
	737-0531-NOV 25	12/11/2025	ACCT#251-754-321-0001-58		21.76

Check 12/29/2025 208902 Accounts Payable WEST INFORMATION PUBLISHING GROUP 1,033.40

Invoice	Date	Description	Check Sort Code	Amount
852965041	12/11/2025	LIBRARY PLAN - 11/1 - 11/30/25		555.53
852865621	12/11/2025	WESTLAW CHARGES - 11/1 - 11/30/25		477.87

Check 12/29/2025 208903 Accounts Payable WILBRI, INC. 15,537.39

Invoice	Date	Description	Check Sort Code	Amount
Ra101000557:01	10/29/2025	Automotive Maintenance/Repair OEM		2,888.52
RA101000609:01	12/03/2025	Repairs for Spartan Firetruck		10,355.69
RA101000676	11/25/2025	Automotive Parts RFB-2566		2,293.18

Check 12/29/2025 208904 Accounts Payable WILLIAM KNAPP 175.00

Invoice	Date	Description	Check Sort Code	Amount
PLANNING 25	12/11/2025	PLANNING BOARD		175.00

Check 12/29/2025 208905 Accounts Payable WILLIAM MCCARTHY 225.00

Invoice	Date	Description	Check Sort Code	Amount
2025	12/11/2025	ZONING BOARD MEETINGS		225.00

Check 12/29/2025 208906 Accounts Payable XEROX CORPORATION 1,875.49

Invoice	Date	Description	Check Sort Code	Amount
024677293	12/11/2025	726686991		10.93
024677311	12/11/2025	726246168		19.32
024677305	12/11/2025	727326274		75.14
024677284	12/11/2025	726289374		230.43
024677306	12/11/2025	727327157		8.95
024677287	12/11/2025	726368178		124.11
024677286	12/11/2025	726368160		27.67
024677285	12/11/2025	726368111		188.64
024677308	12/11/2025	718422447		5.28
024677312	12/11/2025	726246770		51.03
024677297	12/11/2025	726756687		108.60
504747930	12/11/2025	957417074		96.78
504748221	12/11/2025	957723893		96.78
504748220	12/11/2025	957723810		96.78
504747438	12/11/2025	956892129		68.64
504744960	12/11/2025	950177683		96.78
504747425	12/11/2025	956866602		126.00
504748164	12/11/2025	957612286		94.66
504747929	12/11/2025	957416910		96.78
504745673	12/11/2025	952163384		96.78
504745430	12/11/2025	951078419		96.78
024744837	12/11/2025	722774775		36.90
504745285	12/11/2025	950906487		21.73

Check 12/29/2025 208907 Accounts Payable ACAKPO-ADDRA WONDER 3.65

Invoice	Date	Description	Check Sort Code	Amount
89.11-6-65	12/18/2025	TAX OVERPAYMENT		3.65

Check 12/29/2025 208908 Accounts Payable ADEPT PROPERTIES LLC 245.00

Invoice	Date	Description	Check Sort Code	Amount
99.07-6-22	12/18/2025	SANITATION REFUND		245.00

Check 12/29/2025 208909 Accounts Payable AMBER HILBER 214.00

Invoice	Date	Description	Check Sort Code	Amount
99.08-7-21	12/18/2025	SANITATION REFUND		214.00

Check 12/29/2025 208910 Accounts Payable ANDREW & CEARA ROSARIO 122.00

Invoice	Date	Description	Check Sort Code	Amount
79.19-1-56	12/18/2025	SANITATION REFUND		122.00

Check 12/29/2025 208911 Accounts Payable ANDREW DENNISON 245.00

Invoice	Date	Description	Check Sort Code	Amount

	89.10-1-33		12/18/2025	SANITATION REFUND		245.0
Check	12/29/2025	208912	Accounts Payable	ANGELA THEETGE		61.00
	Invoice		Date	Description	Check Sort Code	Amount
	89.14-8-56		12/18/2025	SANITATION REFUND		61.00
Check	12/29/2025	208913	Accounts Payable	ANN CANTANDO		184.00
	Invoice		Date	Description	Check Sort Code	Amount
	89.06-7-31		12/18/2025	SANITATION REFUND		184.00
Check	12/29/2025	208914	Accounts Payable	ANN WEAD		92.00
	Invoice		Date	Description	Check Sort Code	Amount
	99.15-5-31		12/18/2025	SANITATION REFUND		92.00
Check	12/29/2025	208915	Accounts Payable	BARBARA MOLD		245.00
	Invoice		Date	Description	Check Sort Code	Amount
	89.10-1-37		12/18/2025	SANITATION REFUND		245.00
Check	12/29/2025	208916	Accounts Payable	BETTY CAREY		92.00
	Invoice		Date	Description	Check Sort Code	Amount
	99.19-3-9		12/18/2025	SANITATION REFUND		92.00
Check	12/29/2025	208917	Accounts Payable	CORELOGIC TAX SERVICES LLC		25.00
	Invoice		Date	Description	Check Sort Code	Amount
	236 NEWHALL ST		12/18/2025	CUSTOM REPORT OVERCHARGE		25.00
Check	12/29/2025	208918	Accounts Payable	COREY SMITH		92.00
	Invoice		Date	Description	Check Sort Code	Amount
	79.13-2-36		12/18/2025	SANITATION REFUND		92.00
Check	12/29/2025	208919	Accounts Payable	DARRYL FORREST		245.00
	Invoice		Date	Description	Check Sort Code	Amount
	99.14-5-33		12/18/2025	SANITATION REFUND		245.00
Check	12/29/2025	208920	Accounts Payable	DEION AUSTIN		122.00
	Invoice		Date	Description	Check Sort Code	Amount
	89.08-2-44		12/18/2025	SANITATION REFUND		122.00
Check	12/29/2025	208921	Accounts Payable	DONALD HARRISON		214.00
	Invoice		Date	Description	Check Sort Code	Amount
	89.09-7-23		12/18/2025	SANITATION REFUND		214.00
Check	12/29/2025	208922	Accounts Payable	EILEEN HERBERT		245.00
	Invoice		Date	Description	Check Sort Code	Amount
	89.10-2-10		12/18/2025	SANITATION REFUND		245.00
Check	12/29/2025	208923	Accounts Payable	EILEEN HERBERT		214.00
	Invoice		Date	Description	Check Sort Code	Amount
	89.10-1-39		12/18/2025	SANITATION REFUND		214.00
Check	12/29/2025	208924	Accounts Payable	EMILY AND RYAN O'HAGAN		184.00
	Invoice		Date	Description	Check Sort Code	Amount
	89.18-4-18		12/18/2025	SANITATION REFUND		184.00
Check	12/29/2025	208925	Accounts Payable	EMMA HOWARD		214.00
	Invoice		Date	Description	Check Sort Code	Amount
	99.10-5-19		12/18/2025	SANITATION REFUND		214.00
Check	12/29/2025	208926	Accounts Payable	GETRUDES M BEJAR		62.00
	Invoice		Date	Description	Check Sort Code	Amount
	99.11-5-33		12/18/2025	SANITATION REFUND		62.00
Check	12/29/2025	208927	Accounts Payable	GLORIA DECKER & JOANNE PECKHAM		214.00
	Invoice		Date	Description	Check Sort Code	Amount
	99.15-3-71		12/18/2025	SANITATION REFUND		214.00
Check	12/29/2025	208928	Accounts Payable	GREGORY DOOLING		428.00
	Invoice		Date	Description	Check Sort Code	Amount

	99.06-3-19	12/18/2025	SANITATION REFUND			428.0
Check	12/29/2025	208929	Accounts Payable	JAMES CAPRIOTTI		1,002.00
	Invoice	Date	Description		Check Sort Code	Amount
	89.19-1-5 &	12/18/2025	89.18-6-43 - SANITATION REFUNDS			1,002.00
Check	12/29/2025	208930	Accounts Payable	JEFF AARON		200.00
	Invoice	Date	Description		Check Sort Code	Amount
	2025	12/11/2025	ZONING BOARD MEETINGS			200.00
Check	12/29/2025	208931	Accounts Payable	JOHN SOSNOWSKI & JESSICA GROUP		245.00
	Invoice	Date	Description		Check Sort Code	Amount
	99.06-1-46	12/18/2025	SANITATION REFUND			245.00
Check	12/29/2025	208932	Accounts Payable	JOSEPH TAYLOR		306.00
	Invoice	Date	Description		Check Sort Code	Amount
	99.12-1-11	12/18/2025	SANITATION REFUND			306.00
Check	12/29/2025	208933	Accounts Payable	KEVIN DUFFY		92.00
	Invoice	Date	Description		Check Sort Code	Amount
	89.06-3-26	12/18/2025	SANITATION REFUND			92.00
Check	12/29/2025	208934	Accounts Payable	KYSER, MALONEY, WINNER, LLP		3.65
	Invoice	Date	Description		Check Sort Code	Amount
	79.18-2-14	12/18/2025	312-314 HATHORN			3.65
Check	12/29/2025	208935	Accounts Payable	KYSER, MALONEY, WINNER, LLP		3.64
	Invoice	Date	Description		Check Sort Code	Amount
	99.19-2-78	12/18/2025	771 SOUTHPORT ST			3.64
Check	12/29/2025	208936	Accounts Payable	MARATHON ABSTRACT		14.60
	Invoice	Date	Description		Check Sort Code	Amount
	99.07-3-14	12/18/2025	TAX OVERPAYMENT			14.60
Check	12/29/2025	208937	Accounts Payable	MARIE PARIBELLO		5.00
	Invoice	Date	Description		Check Sort Code	Amount
	BILL#216085	12/11/2025	TAX OVERPAYMENT			5.00
Check	12/29/2025	208938	Accounts Payable	MEGAN HOJNOSKI		214.00
	Invoice	Date	Description		Check Sort Code	Amount
	99.15-1-21	12/18/2025	SANITATION REFUND			214.00
Check	12/29/2025	208939	Accounts Payable	MELISSA EVANS		92.00
	Invoice	Date	Description		Check Sort Code	Amount
	79.19-2-6	12/18/2025	SANITATION REFUND			92.00
Check	12/29/2025	208940	Accounts Payable	MICHELLE WATKINS		306.00
	Invoice	Date	Description		Check Sort Code	Amount
	99.05-3-11	12/18/2025	SANITATION REFUND			306.00
Check	12/29/2025	208941	Accounts Payable	MUNDO ESTATES LLC		122.00
	Invoice	Date	Description		Check Sort Code	Amount
	89.07-5-12	12/18/2025	SANITATION REFUND			122.00
Check	12/29/2025	208942	Accounts Payable	NICHOLAS & ROSALINA DIXON		31.00
	Invoice	Date	Description		Check Sort Code	Amount
	99.18-2-37	12/18/2025	SANITATION REFUND			31.00
Check	12/29/2025	208943	Accounts Payable	NICHOLAS PALUSZKIEWICZ SR		92.00
	Invoice	Date	Description		Check Sort Code	Amount
	99.14-6-38	12/18/2025	SANITATION REFUND			92.00
Check	12/29/2025	208944	Accounts Payable	PHILLIP GUSH		488.00
	Invoice	Date	Description		Check Sort Code	Amount
	3 REFUNDS	12/18/2025	327 E CENTER, 429 W CLINTON, 619 PENN SANITATION REFUND			488.00
Check	12/29/2025	208945	Accounts Payable	PHILLIP GUSH		10.94

	Invoice		Date	Description		Check Sort Code	Amount
	619 PENN&429 CLI		12/18/2025	TAX OVERPAYMENT			10.94
Check	12/29/2025	208946	Accounts Payable		PRIM REALTY MGMT LLC		7.24
	Invoice		Date	Description		Check Sort Code	Amount
	89.16-2-17		12/18/2025	TAX OVERPAYMENT			7.24
Check	12/29/2025	208947	Accounts Payable		REQUENO PROPERTIES LLC		122.00
	Invoice		Date	Description		Check Sort Code	Amount
	79.19-3-28		12/18/2025	SANITATION REFUND			122.00
Check	12/29/2025	208948	Accounts Payable		ROSSETTIE, ROSETTIE, & MARTINO LLP		5.00
	Invoice		Date	Description		Check Sort Code	Amount
	208 SOUTH AVE		12/18/2025	TAX CLEARANCE REFUND			5.00
Check	12/29/2025	208949	Accounts Payable		SANDRA & MILTON EVANS		92.00
	Invoice		Date	Description		Check Sort Code	Amount
	79.15-1-16		12/18/2025	SANITATION REFUND			92.00
Check	12/29/2025	208950	Accounts Payable		SECOND GENERATION K PROPERTIES LLC		671.00
	Invoice		Date	Description		Check Sort Code	Amount
	509 SPAULDING,		12/18/2025	1303 N MAIN, 301 BRAND, 1101 OAK ST, 370 W 3RD, 1315 & 1317 HALL			671.00
Check	12/29/2025	208951	Accounts Payable		SHAWN AND ELIZABETH BERGLUND		275.00
	Invoice		Date	Description		Check Sort Code	Amount
	99.18-2-36		12/18/2025	SANITATION REFUND			275.00
Check	12/29/2025	208952	Accounts Payable		SKYLAR VERA & ANTHONY TORRES		184.00
	Invoice		Date	Description		Check Sort Code	Amount
	99.14-6-59		12/18/2025	SANITATION REFUND			184.00
Check	12/29/2025	208953	Accounts Payable		STEVEN WATERS		61.00
	Invoice		Date	Description		Check Sort Code	Amount
	99.07-3-75		12/18/2025	109 FULTON ST			61.00
Check	12/29/2025	208954	Accounts Payable		SUSAN & DEGROVE PADGETT		245.00
	Invoice		Date	Description		Check Sort Code	Amount
	99.10-7-19		12/18/2025	SANITATION REFUND			245.00
Check	12/29/2025	208955	Accounts Payable		SUSAN PADGETT		245.00
	Invoice		Date	Description		Check Sort Code	Amount
	99.10-7-15		12/18/2025	SANITATION REFUND			245.00
Check	12/29/2025	208956	Accounts Payable		SUSAN PADGETT		245.00
	Invoice		Date	Description		Check Sort Code	Amount
	99.10-3-44		12/18/2025	SANITATION REFUND			245.00
Check	12/29/2025	208957	Accounts Payable		TANGELA CLARK		3.65
	Invoice		Date	Description		Check Sort Code	Amount
	79.19-2-65		12/18/2025	TAX OVERPAYMENT			3.65
Check	12/29/2025	208958	Accounts Payable		TIMOTHY & MARCIE HARGENRADER		245.00
	Invoice		Date	Description		Check Sort Code	Amount
	89.06-3-12		12/18/2025	SANITATION REFUND			245.00
Check	12/29/2025	208959	Accounts Payable		TYRONE & MELVA BENNETT		214.00
	Invoice		Date	Description		Check Sort Code	Amount
	89.18-1-66		12/18/2025	SANITATION REFUND			214.00
Check	12/29/2025	208960	Accounts Payable		VAN K & PATRICIA GILLETTE		122.00
	Invoice		Date	Description		Check Sort Code	Amount
	99.14-6-25		12/18/2025	SANITATION REFUND			122.00

GENERAL FUND GENERAL FUND Totals: Transactions: 149 $764,986.90

Checks: 149 $764,986.90

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/29/2025

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	12/29/2025	208961 Accounts Payable	Angry Loraxe Tree Service		5,348.00

Invoice	Date	Description	Check Sort Code	Amount
722	12/11/2025	Tree Removal Laurel St		1,649.00
723	12/11/2025	Tree Removal Bloomer St		3,699.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/29/2025	208962 Accounts Payable	CHAMPION FASTENERS		2,700.00

Invoice	Date	Description	Check Sort Code	Amount
110681	12/11/2025	Equipment Service-Snow Removal		64.00
110693	12/11/2025	General Hardware		1,527.62
110735	12/12/2025	Equipment Service		39.50
110760	12/15/2025	Equipment Service		554.23
110761	12/15/2025	Equipment Service-Snow Removal		514.65

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/29/2025	208963 Accounts Payable	COOK BROTHERS		20.52

Invoice	Date	Description	Check Sort Code	Amount
2548122	12/12/2025	Automotive Parts		20.52

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/29/2025	208964 Accounts Payable	FERRARIO FORD LINCOLN MERCURY		1,008.21

Invoice	Date	Description	Check Sort Code	Amount
76088	12/11/2025	Automotive Parts		1,008.21

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/29/2025	208965 Accounts Payable	MCCARTHY TIRE SERVICE		140.40

Invoice	Date	Description	Check Sort Code	Amount
35-91745	12/15/2025	Tires		140.40

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/29/2025	208966 Accounts Payable	NAPA AUTO PARTS		1,282.15

Invoice	Date	Description	Check Sort Code	Amount
157742	12/11/2025	Automotive Parts		25.47
157795	12/12/2025	Automotive Parts		39.96
157805	12/12/2025	Automotive Parts		97.47
157803	12/12/2025	Automotive Parts		200.39
157837	12/12/2025	Fuel, Oil, Additives		516.76
157834	12/12/2025	Automotive Parts		385.62
157885	12/15/2025	Automotive Parts		16.48

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/29/2025	208967 Accounts Payable	POINT SPRING & DRIVESHAFT CO.		104.10

Invoice	Date	Description	Check Sort Code	Amount
T-INV-45229	12/12/2025	Automotive Parts/Supplies Snow&Ice		104.10

GENERAL FUND GENERAL FUND Totals: Transactions: 7 $10,603.38

Checks: 7 $10,603.38

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 12/29/2025

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

Bank Account: CAP CHECK - CAPITAL CHECKING

Check	12/29/2025	1049663	Accounts Payable	DALRYMPLE GRAVEL COMPANY		16,920.62

Invoice	Date	Description	Check Sort Code	Amount
26860	11/09/2025	Hot Mix Asphalt RFB 2712		820.36
26860 PART 2	12/15/2025	woodlawn paving		16,100.26

Check	12/29/2025	1049664	Accounts Payable	ELMIRA ROAD MATERIALS, LLC		11,781.76

Invoice	Date	Description	Check Sort Code	Amount
30768	11/03/2025	Hot Mix Asphalt RFB 2712		6,149.18
30801	01/17/2025	Hot Mix Asphalt RFB 2712		243.54
30830	11/14/2025	Hot Mix Asphalt RFB 2712		5,389.04

Check	12/29/2025	1049665	Accounts Payable	ERDMAN ANTHONY		3,010.00

Invoice	Date	Description	Check Sort Code	Amount
6755.13 Est 27	12/11/2025	E. Water St Rejuvenation 6755.13		10.00
6755.13 Est 30	12/15/2025	E. Water St Rejuvenation 6755.13		3,000.00

Check	12/29/2025	1049666	Accounts Payable	I. D. BOOTH, INC.		4,010.56

Invoice	Date	Description	Check Sort Code	Amount
197072, 199932,	12/18/2025	200014, 200484, 200564, 201496		4,010.56

Check	12/29/2025	1049667	Accounts Payable	LABELLA ASSOCIATES, P.C.		1,250.00

Invoice	Date	Description	Check Sort Code	Amount
287362	12/18/2025	2254402		1,250.00

Check	12/29/2025	1049668	Accounts Payable	MagniFlood Inc		30,525.00

Invoice	Date	Description	Check Sort Code	Amount
19650	12/03/2025	ANTIQUE GREEN STREETLIGHT POLES		30,525.00

Check	12/29/2025	1049669	Accounts Payable	R. DEVINCENTIS CONSTRUCTION, INC.		56,934.94

Invoice	Date	Description	Check Sort Code	Amount
EST 9 PART 2	12/16/2025	FASSETT RD		56,934.94

CAP CHECK CAPITAL CHECKING Totals: Transactions: 7 $124,432.88

Checks: 7 $124,432.88

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 12/29/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	12/29/2025	1049670	Accounts Payable	DALRYMPLE GRAVEL COMPANY		193,992.07

Invoice	Date	Description	Check Sort Code	Amount
6755.13 Est. 7	12/15/2025	E Water St Rejuvenation 6755.13 Construction Services		193,992.07

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/29/2025	1049671	Accounts Payable	MONROE TRACTOR		68,943.92

Invoice	Date	Description	Check Sort Code	Amount
E02204	12/15/2025	CASE SV340B Skid Steer w/ Cab 84" Bucket		68,943.92

CAP CHECK CAPITAL CHECKING Totals: Transactions: 2 $262,935.99

Checks: 2 $262,935.99

HAND CHECKS DETAILS	$84,342.97
CAPITAL HAND CHECKS DETAIL	$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/12/2025

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	12/12/2025	208810	Accounts Payable	CHASE CARD SERVICES		2,630.95

Invoice	Date	Description	Check Sort Code	Amount
11/5-12/6/25	12/12/2025	4246315436018764		2,630.95

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/12/2025	208811	Accounts Payable	COMMUNITY BANK, NA		56,058.05

Invoice	Date	Description	Check Sort Code	Amount
89.19-6-31	12/12/2025	TAX CERTIORARI		56,058.05

GENERAL FUND GENERAL FUND Totals: Transactions: 2 $58,689.00

Checks: 2 $58,689.00

ACH PAYMENTS

A Fund

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 12/4/2025-12/17/2025

12/10/2025	GHI DENTAL	$	1,291.00
12/17/2025	GHI DENTAL	$	1,810.00
		$	3,101.00

ENTERPRISE PAYMENTS FOR THE TWO WEEK PERIOD 12/4/2025-12/17/2025

Enterprise Monthly Payment	$	22,132.97

MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 12/4/2025-12/17/2025

Saratoga Eagle		
A.L. GEORGE		
	$	-

TA Fund

NYS 529 COLLEGE SAVINGS PROGRAM FOR THE TWO WEEK PERIOD 12/4/2025-12/17/2025

12/17/2025	NYS 529	$	420.00
		$	420.00

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2025-396

Sponsor: Mayor Mandell

ATTACHMENTS

Adjournment December 29.docx

December 29, 2025

RESOLUTION

NO. 2025 –____

By: ___________________________

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, January 12, 2026, 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	