

APPROVAL OF MINUTES

2024-392

Jackie Wilson

Act on resolution dispensing with the minutes of the regular Meeting held on Monday, December 2, 2024.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

PUBLIC HEARING for the purpose of receiving comments from the public regarding proposed "Local Law No. 3 of 2024 of the City of Elmira, New York, Regulating the Unlicensed Cannabis Sales in the City of Elmira."

PERSONNEL ACTIONS

2024-393

Mayor Mandell

Receive communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Riley P. Simpson, has been appointed to the position of full-time Kennel Worker, effective November 4, 2024, at an annual salary of \$30,723; Barry R. Hoff, has been appointed to the position of Solid Waste Specialist I, effective November 20, 2024, at an hourly rate of \$18.68; and Nicole A. Keough, has been appointed to the position of Assistant Code Enforcement, effective November 20, 2024, at an annual salary of \$38,884.

RESOLUTIONS

2024-394

Joseph Duffy

Receive communication from the Corporation Counsel and act on resolution designating the City as the lead agency pursuant to State Environmental Quality Review Act that proposed Local Law #3 of 2024 will not have an adverse impact on the environment and authorizing the City Manager to file a negative determination pursuant to SEQR 6NYCRR, Part 617.12.

2024-395 Gary Brinn	Act on resolution to hold an Executive Session immediately preceding the adjournment of this Council Meeting of December 16, 2024 for the purpose of discussing possible litigation.
2024-396 Nan Moss	Act on resolution to schedule a public hearing to receive comments from the public on the proposed 2025 Operating and Capital Budgets on Monday, December 30, 2024 at 5:30 p.m. in City Council Chambers, Second Floor, 317 E. Church Street.
2024-397 Jackie Wilson	Resolution Authorizing a Grant Application Submission to New York State Department of Agriculture and Markets for the 2024-2025 Companion Animal Capital Project Fund.
2024-398 Gary Brinn	Resolution Authorizing a Grant Application Submission to Empire State Development Corporation Under Round Nine of the Restore NY Communities Initiative Grant Program.
2024-399 Corey Cooke	Receive communication from the City Manager and act on resolution authorizing Wenzel Landscaping LLC to install a concrete pad at the Ernie Davis Park pavilion at a cost not to exceed \$26,958.00, said work being performed under Chemung County's RFB-2632 Time and Materials General Construction Services for 2024-2025 and authorizing the Mayor to execute any necessary documents to effect the installation of the concrete pad by Wenzel Landscaping LLC.
2024-400 Jackie Wilson	Receive communication from the City Manager and act on resolution authorizing the issuance of a Request for Bids for additional work identified to the renovations at Dunn Field to be in compliance with bidding requirements for public work pursuant to General Municipal Law Section 103.
	ORDINANCE
2024-401 Mayor Mandell	Act on Ordinance to amend Appendix B, Section 520.9 of the Code of Ordinances of the City of Elmira, as Amended.

AGREEMENTS

2024-402

Joseph Duffy

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement between the City and the Town of Elmira whereby the City's Animal Control Department will provide animal control services enforcing Articles 7 and 26 of the Agriculture and Markets Law at the annual cost to the Town of \$24,000.00 for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

2024-403

Nan Moss

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement between the City and the Town of Southport whereby the City's Animal Control Department will provide animal control services enforcing Articles 7 and 26 of the Agriculture and Markets Law at the annual cost to the Town of \$38,809.00 for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

2024-404

Corey Cooke

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement between the City and the Town of Chemung whereby the City's Animal Control Department will provide animal control services enforcing Articles 7 and 26 of the Agriculture and Markets Law at the annual cost to the Town of \$10,506.00 for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

2024-405

Jackie Wilson

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement between the City, Chemung County, and the Town of Erin whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law at the annual cost to the Town of \$6,250.00 to be paid by the County for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

2024-406

Mayor Mandell

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement

between the City, Chemung County, and the Town of Baldwin whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law at the annual cost to the Town of \$6,250.00 to be paid by the County for the services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

2025-407
Joseph Duffy

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement between the City, Chemung County, and the Town of VanEtten whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law at the annual cost to the Town of \$6,250.00 to be paid by the County for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

2024-408
Gary Brinn

Receive communication from the City Manager and act on resolution authorizing the Mayor the execute an agreement the City and the County of Chemung whereby the City will provide Hazardous Materials Incident Response to the County and Chemung County will continue to assist the City by paying to the City the annual amount of \$35,000.00 to the City for such services; said agreement subject to Corporation Counsel approval.

2024-409
Corey Cooke

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a Contract Renewal Letter between NYS Unified Court System (NYSUCS) and the City whereby the City will provide janitorial cleaning and minor repair services for NYSUCS court facilities at the budgeted amount of \$48,865.00 to be paid to the City for the fiscal year April 1, 2024 through March 31, 2025; said agreement subject to Corporation Counsel approval.

2024-410
Gary Brinn

Act on resolution approving a contract between the City and the New York State Energy Research and Development Authority (NYSERDA) for an award to the City of \$8,200.00 to be used by the City to undertake an Energy Study of City Hall to identify eligible energy

upgrade measures recommended in a Clean Energy Communities Energy Study, authorizing the Mayor to execute the contract; said contract subject to Corporation Counsel approval, and expressing the City's sincere gratitude to NYSERDA for the award.

2024-411
Mayor Mandell

Receive communication from the City Manager and act on resolution approving the amendment to Section 15-1 of the current Collective Bargaining Agreement between the City and CSEA and authorizing the Mayor to Sign the Memorandum of Agreement, attached hereto and made a part hereof.

2024-412
Mayor Mandell

Receive communication from the City Manager and act on resolution approving the City's participation in the VIEWPOINT short-form documentary series at a total cost to the City in the amount of \$29,300.00 and authorizing the Mayor to sign the Studio Production Authorization, a copy of which is attached hereto and made a part hereof.

2024-413
Joseph Duffy

Act on resolution approving an agreement with Chemung County, a copy of which is attached hereto, under which the City will administer, on behalf of the County, a Lead Detection and Remediation Program applicable to eligible buildings in the City of Elmira and the County reimbursing the City for its Program services up to and not exceeding \$292,663.00 during the term of the agreement, which term is retroactive from September 1, 2024 through March 31, 2026 and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.

AUDITS

2024-414
Nan Moss

Act on Lead Hazard Reduction Grant Program Audit.

2024-415
Corey Cooke

Act on Community Development Block Grant Program Audit.

2024-416
Nan Moss

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2024-417

Mayor Mandell

Act on resolution to adjourn.

Respectfully Submitted,



Christina C. Rodriguez
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the regular Meeting held on Monday, December 2, 2024.
Resolution Number:	2024-392
Sponsor:	Jackie Wilson

ATTACHMENTS

[Beginning December 16.docx](#)

December 16, 2024

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held in Council Chambers in said City of Elmira, this 16th day of December, 2024.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2024- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting held December 2, 2024, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

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

Elmira City Council

Agenda Summary:

PUBLIC HEARING for the purpose of receiving comments from the public regarding proposed "Local Law No. 3 of 2024 of the City of Elmira, New York, Regulating the Unlicensed Cannabis Sales in the City of Elmira."

Resolution Number:

Sponsor:

ATTACHMENTS

[resolution PH LL#3 of 2024 - cannabis law 12.16.2024.doc](#)

December 16, 2024

PUBLIC HEARING

PUBLIC HEARING held this 16th day of December, 2024 for the purpose of receiving comments from the public regarding proposed “Local Law No. 3 of 2024 of the City of Elmira, New York, Regulating the Unlicensed Cannabis Sales in the City of Elmira”.

APPEARANCES: OPEN:

In Favor Of:

Opposed:

Closed:

Agenda Summary:

Receive communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Riley P. Simpson, has been appointed to the position of full-time Kennel Worker, effective November 4, 2024, at an annual salary of \$30,723; Barry R. Hoff, has been appointed to the position of Solid Waste Specialist I, effective November 20, 2024, at an hourly rate of \$18.68; and Nicole A. Keough, has been appointed to the position of Assistant Code Enforcement, effective November 20, 2024, at an annual salary of \$38,884.

Resolution Number:

2024-393

Sponsor:

Mayor Mandell

ATTACHMENTS

[Personnel Actions December 16.docx](#)

December 16, 2024

**FOR THE AGENDA
COMMUNICATION**

To the Honorable Mayor and Councilmembers

Dear Councilmembers:

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

SIMPSON, RILEY P.

Elmira, NY has been appointed to the position of full-time Kennel Worker in the Elmira Animal Shelter, effective November 4, 2024, at an annual salary of 30,723.

HOFF, BARRY R.

Elmira, NY has been appointed to the position of Solid Waste Specialist I in the Department of Public Works, effective November 20, 2024, at an hourly rate of \$18.68.

KEOUGH, NICOLE A.

Horseheads, NY has been appointed to the position of Assistant Code Enforcement Officer in the City of Elmira Code Enforcement, effective November 20, 2024, at an annual salary of \$38,884.

Respectfully submitted,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION

2024 - ____

By Councilmember: _____

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Riley P. Simpson, has been appointed to the position of full-time Kennel Worker, effective November 4, 2024, at an annual salary of \$30,723; Barry R. Hoff, has been appointed to the position of Solid Waste Specialist I, effective November 20, 2024, at an hourly rate of \$18.68; and Nicole A. Keough, has been appointed to the position of Assistant Code Enforcement, effective November 20, 2024, at an annual salary of \$38,884; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

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

Elmira City Council

Agenda Summary: Receive communication from the Corporation Counsel and act on resolution designating the City as the lead agency pursuant to State Environmental Quality Review Act that proposed Local Law #3 of 2024 will not have an adverse impact on the environment and authorizing the City Manager to file a negative determination pursuant to SEQR 6NYCRR, Part 617.12.

Resolution Number: 2024-394

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution LL#3 of 2024 - cannabis law SEQR 12.16.2024.doc](#)
[LL#3 of 2024 SEQR form cannabis law 12.16.2024.pdf](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the Council's consideration of adoption of "Local Law No. 3 of 2024 of the City of Elmira, New York, Regulating the Unlicensed Cannabis Sales in the City of Elmira", it is necessary for the Council to consider the environmental impact of the proposed law. The following resolution designates the City as the lead agency; determines that the law will not have an adverse impact on the environment, and directs that a negative declaration be filed.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

December 16, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the State Environmental Quality Review procedures pertaining to “Local Law No. 3 of 2024 of the City of Elmira, New York, Regulating the Unlicensed Cannabis Sales in the City of Elmira” be received and placed on file; and be it further

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

RESOLVED, that the City Council finds, based on the facts and information presented, that Local Law No. 3 of 2024 will not have an adverse impact on the environment; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

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

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	NO	YES	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
16. Is the project site located in the 100 year flood plain?	NO	YES	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES _____ _____	NO	YES	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

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

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

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

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

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

Elmira City Council

Agenda Summary: Act on resolution to hold an Executive Session immediately preceding the adjournment of this Council Meeting of December 16, 2024 for the purpose of discussing possible litigation.

Resolution Number: 2024-395

Sponsor: Gary Brinn

ATTACHMENTS

[resolution executive session possible litigation 12.16.2024.doc](#)

December 16, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

Act on resolution to hold an Executive Session immediately preceding the adjournment of this Council Meeting of December 16, 2024 for the purpose of discussing possible litigation.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary: Act on resolution to schedule a public hearing to receive comments from the public on the proposed 2025 Operating and Capital Budgets on Monday, December 30, 2024 at 5:30 p.m. in City Council Chambers, Second Floor, 317 E. Church Street.

Resolution Number: 2024-396

Sponsor: Nan Moss

ATTACHMENTS

[resolution sch PH 2025 operating capital budgets 12.16.2024.docx](#)

December 16, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

Act on resolution to schedule a public hearing to receive comments from the public on the proposed 2025 Operating Budget and 2025 Capital Budget on Monday, December 30, 2024, in the City Council Chambers, Second Floor, City Hall, 317 East Church Street, Elmira, NY at 5:30 p.m., and that notice of such hearing be published once in the Elmira *Star-Gazette* at least five (5) days before said hearing.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary:	Resolution Authorizing a Grant Application Submission to New York State Department of Agriculture and Markets for the 2024-2025 Companion Animal Capital Project Fund.
Resolution Number:	2024-397
Sponsor:	Jackie Wilson

ATTACHMENTS

[Ag and Markets Shelter Grant Resolution.docx](#)

December 16, 2024

RESOLUTION NO. 2024-

RESOLUTION AUTHORIZING A GRANT APPLICATION SUBMISSION TO NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS FOR THE 2024-2025 COMPANION ANIMAL CAPITAL PROJECTS FUNDS

By _____

WHEREAS, New York State Department of Agriculture and Markets has released a Request for Proposals on October 30, 2024 for the 2024-2025 New York State Companion Animal Capital Projects Fund announcing the availability of Ten Million Dollars and Four Hundred and Fifty Thousand Dollars (\$10,450,000) for eligible organizations to seek funding for direct capital expenses for the secure containment, health and adequate care of sheltered dogs and cats;

WHEREAS, the City of Elmira manages a municipal shelter which was established and maintained pursuant Section 114 of the New York Agriculture and Markets Law and registered with the Department pursuant to Section 408 of the Agriculture and Markets Law; and

WHEREAS, the Elmira Animal Shelter requires capital repairs and upgrades to maintain the shelter facility for the, health and adequate containment of shelter animals, and therefore, 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 intends to apply for Five Hundred and Seventy-Five Thousand Dollars (\$575,000.00) in grant funds, and all such funds will be administered by the City of Elmira's Department of Buildings and Grounds; 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 2024-2025 New York State Companion Animal Capital Projects Fund 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	

Elmira City Council

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

Resolution Number: 2024-398

Sponsor: Gary Brinn

ATTACHMENTS

[Resolution Carriage House Project RESTORE NY 9.doc](#)

December 16, 2024

RESOLUTION NO. 2024-_____

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

Councilmember _____:

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

WHEREAS, the City of Elmira is applying for a One Million One Hundred and Ninety-Nine Thousand Dollar (\$1,199,000) grant to assist towards a Three Million Six Hundred and Ninety-Nine Thousand Dollar (\$3,699,000) rehabilitation and renovation of the following vacant property: 254 Baldwin Street; and

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

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

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

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

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

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing Wenzel Landscaping LLC to install a concrete pad at the Ernie Davis Park pavilion at a cost not to exceed \$26,958.00, said work being performed under Chemung County's RFB-2632 Time and Materials General Construction Services for 2024-2025 and authorizing the Mayor to execute any necessary documents to effect the installation of the concrete pad by Wenzel Landscaping LLC.

Resolution Number:

2024-399

Sponsor:

Corey Cooke

ATTACHMENTS

[resolution award to wenzel for concrete work at ernie davis park 12.16.2024.doc](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

One of the improvements made at Ernie Davis Park was the construction of a park pavilion. The erection of the pavilion did not include the installation of a concrete pad. Chemung County issued a request for bids from general contractors to perform general construction services during the years 2024 and 2025. The County awarded the general construction services to four (4) vendors, one of whom is Wenzel Landscaping LLC. The vendors were given the opportunity to submit a quote for the concrete work at Ernie Davis Park. Wenzel was the low bidder meeting all bid specifications in the amount of \$26,958.00. Since the City is “piggybacking” off of the County contract, it is not necessary for the City to formally solicit bids for this work.

The following resolution authorizes Wenzel to install the concrete pad work at the Ernie Davis Pavilion for an amount of \$26,958.00.

Respectfully submitted,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the installation of a concrete pad at the Ernie Davis Park pavilion, 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 Wenzel Landscaping LLC to install a concrete pad at the Ernie Davis Park pavilion at a cost not to exceed \$26,958.00, said work to be performed under County of Chemung's RFB-2632 Time and Material General Construction Services (2024-2025); and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute any necessary documents to effect the installation of a concrete pad at Ernie Davis Park pavilion by Wenzel Landscaping LLC.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the issuance of a Request for Bids for additional work identified to the renovations at Dunn Field to be in compliance with bidding requirements for public work pursuant to General Municipal Law Section 103.

Resolution Number: 2024-400

Sponsor: Jackie Wilson

ATTACHMENTS

[resolution additional work identified at dunn field request for bids 12.16.2024.doc](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the work being undertaken at Dunn Field, additional work has been identified consisting of removal lead components, concrete and steel I-beams and stabilization of encapsulated seats which have been removed. Given the extent of the additional work, it is necessary for the City to seek bids from qualified contractors.

The following resolution authorizes the issuance of a Request for Bids for the additional work.

Respectfully yours,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION
NO. 2024 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding additional work to the renovations at Dunn Field, 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 the issuance of a Request for Bids for the additional work to be in compliance with the bidding requirements for public work pursuant to General Municipal Law Section 103.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary:	Act on Ordinance to amend Appendix B, Section 520.9 of the Code of Ordinances of the City of Elmira, as Amended.
Resolution Number:	2024-401
Sponsor:	Mayor Mandell

ATTACHMENTS

[Ord to amend section 520.9 appendix B temporary signs 12.16.2024.docx](#)

December 16, 2024

ORDINANCE
NO. 2024-_____

An Ordinance to Amend Appendix B, Section 520.9 of the
Code of Ordinances of the City of Elmira, as Amended

By Councilmember _____:

BE IT ORDAINED by the Council of the City of Elmira duly convened in regular session this 16th day of December, 2024, as follows:

Section 1. That Section 520.9 of Appendix B of the Code of Ordinances of the City of Elmira is amended to read:

Temporary Signs. a) Temporary signs may not be erected earlier than forty-five (45) days prior to the first day of the special event, drive, or election being publicized. Temporary signs may not be erected within the right-of-way of any street, road, or highway. Temporary signs shall not be any larger in size than two feet by two feet (2' x 2').

b) Upon the expiration of the forty-five (45) day period, or earlier than the forty-five (45) day period, then within five (5) calendar days after conclusion of the event for which the sign was installed, whichever shall first occur, such sign shall be removed by the person or entity who erected the sign or gave permission for its erection.

Section 2. All ordinances and parts of ordinances heretofore passed, which are in conflict or inconsistent with any provision or provisions of this ordinance are hereby repealed.

Section 3. Effective Date. This ordinance shall take effect immediately upon adoption and publication according to law.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement between the City and the Town of Elmira whereby the City's Animal Control Department will provide animal control services enforcing Articles 7 and 26 of the Agriculture and Markets Law at the annual cost to the Town of \$24,000.00 for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-402

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution elmira town animal control services 2025 agmt 12.16.2024.doc](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Elmira (“Town”) wishes to enter into an Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City’s animal control department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Elmira. The Town has agreed to pay the City the annual amount of \$24,000.00 in monthly payments of \$2,000.00 for these services from January 1, 2025 through December 31, 2025.

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

Respectfully yours,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION
NO. 2024 – _____

By Councilmember _____:

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

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Elmira 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 in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Elmira; said services shall be at a cost of \$24,000.00 annually for the calendar year 2025, commencing from January 1, 2025 through December 31, 2025, to be paid in monthly installments of \$2,000.00 by the Town of Elmira; 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 between the City and the Town of Southport whereby the City's Animal Control Department will provide animal control services enforcing Articles 7 and 26 of the Agriculture and Markets Law at the annual cost to the Town of \$38,809.00 for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-403

Sponsor:

Nan Moss

ATTACHMENTS

[resolution southport town animal control services 2025 agmt 12.26.2024.doc](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Southport (“Town”) wishes to enter into an Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City’s Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Southport. The Town has agreed to pay the City the annual amount of \$38,809.00 in monthly installments of \$3,234.08 for these services from January 1, 2025 through December 31, 2025.

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

Respectfully yours,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION
NO. 2024 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement with the Town of Southport (“Town”) whereby the City of Elmira will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Southport 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 in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Southport; said services shall be at a cost of \$38,809.00 for the calendar year 2025, commencing from January 1, 2025 through December 31, 2025, to be paid by the Town of Southport in monthly installments of \$3,234.08 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 between the City and the Town of Chemung whereby the City's Animal Control Department will provide animal control services enforcing Articles 7 and 26 of the Agriculture and Markets Law at the annual cost to the Town of \$10,506.00 for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-404

Sponsor:

Corey Cooke

ATTACHMENTS

[resolution chemung town animal control services 2025 agmt 12.16.2024.doc](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Chemung (“Town”) wishes to enter into an Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City’s animal control department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Chemung. The Town has agreed to pay the City the annual amount of \$10,506.00 in monthly payments of \$875.50 for these services from January 1, 2025 through December 31, 2025.

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

Respectfully yours,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

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

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Chemung and the City of Elmira whereby the City’s Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Chemung; said services shall be at a cost of \$10,506.00 annually for the calendar year 2025, commencing from January 1, 2025 through December 31, 2025 to be paid by the Town of Chemung in monthly installments of \$875.50; 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 between the City, Chemung County, and the Town of Erin whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law at the annual cost to the Town of \$6,250.00 to be paid by the County for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.
Resolution Number:	2024-405
Sponsor:	Jackie Wilson

ATTACHMENTS

[resolution article 26 town of erin animal control agmt with county 2025 12.16.2024.docx](#)

December 16, 2024

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 2025, commencing January 1, 2025 and expiring December 31, 2025, 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 16, 2024

RESOLUTION
NO. 2024 - _____

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, 2025 and expiring on December 31, 2025, 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 execute an agreement between the City, Chemung County, and the Town of Baldwin whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law at the annual cost to the Town of \$6,250.00 to be paid by the County for the services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-406

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution article 26 town of baldwin animal control agmt with county 2024 12.16.2024.docx](#)

December 16, 2024

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 2025, commencing January 1, 2025 and expiring December 31, 2025, 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 16, 2024

RESOLUTION
NO. 2024 - _____

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, 2025 and expiring on December 31, 2025, 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 execute an agreement between the City, Chemung County, and the Town of VanEtten whereby the City's Animal Control Department will provide animal control services enforcing Article 26 of the Agriculture and Markets Law at the annual cost to the Town of \$6,250.00 to be paid by the County for services commencing January 1, 2025 through December 31, 2025; said agreement subject to Corporation Counsel approval.

Resolution Number:

2025-407

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution article 26 town of vanetten animal control agmt with county 2025 12.16.2024.docx](#)

December 16, 2024

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 2025, commencing January 1, 2025 and expiring December 31, 2025, 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 16, 2024

RESOLUTION
NO. 2024 - _____

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, 2025 and expiring on December 31, 2025, 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 the execute an agreement the City and the County of Chemung whereby the City will provide Hazardous Materials Incident Response to the County and Chemung County will continue to assist the City by paying to the City the annual amount of \$35,000.00 to the City for such services; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-408

Sponsor:

Gary Brinn

ATTACHMENTS

[resolution hazmat agmt 2025 with county of chemung 12.16.2024.doc](#)

December 16, 2024

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 continue to assist the City by paying 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 2025 for the annual amount of \$35,000.00.

Respectfully yours,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION
NO. 2024 – _____

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 2025, 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 continue to assist the City of Elmira by paying 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 a Contract Renewal Letter between NYS Unified Court System (NYSUCS) and the City whereby the City will provide janitorial cleaning and minor repair services for NYSUCS court facilities at the budgeted amount of \$48,865.00 to be paid to the City for the fiscal year April 1, 2024 through March 31, 2025; said agreement subject to Corporation Counsel approval.
Resolution Number:	2024-409
Sponsor:	Corey Cooke

ATTACHMENTS

[resolution unified court system contract renewal agmt court cleaning and maintenance 4.1.2024-3.31.2025 12.16.2024.doc](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Council Members:

The Elmira City Court is a part of the New York State Unified Court System. Pursuant to the Judiciary Law of the State of New York, the City is required to provide suitable facilities and certain services, including janitorial services. The cost for said services is paid by the City.

Chapter 686 of the Laws of 1996 authorized the State, through the Unified Court System, to reimburse the City 100% for expenses incurred in providing the cleaning services and the City's performance of minor repairs, and 25% for building and property maintenance to the court facilities.

To be eligible for the reimbursement, the City is required to enter into a Contract Renewal Letter agreement with the New York State Unified Court System covering the period FY April 1, 2024 through March 31, 2025. The following resolution authorizes the Mayor to execute the Contract Renewal Letter agreement by which the City agrees to provide the cleaning services and the State agrees to reimburse the City in accordance with the State law adopted in 1996.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

December 16, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the proposed Contract Renewal Letter agreement between the New York State Unified Court System (NYSUCS) and the City be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a Contract Renewal Letter agreement between NYSUCS and the City of Elmira regarding the FY April 1, 2024 through March 31, 2025 janitorial cleaning services to be provided by the City and the State's obligations for 100% reimbursement to the City for cleaning and minor repair costs, and 25% for building and property maintenance, which budgeted amount is \$48,865,00; 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 a contract between the City and the New York State Energy Research and Development Authority (NYSERDA) for an award to the City of \$8,200.00 to be used by the City to undertake an Energy Study of City Hall to identify eligible energy upgrade measures recommended in a Clean Energy Communities Energy Study, authorizing the Mayor to execute the contract; said contract subject to Corporation Counsel approval, and expressing the City's sincere gratitude to NYSERDA for the award.

Resolution Number:

2024-410

Sponsor:

Gary Brinn

ATTACHMENTS

[resolution NYSERDA energy award to City Hall energy study 12.16.2024.docx](#)

December 16, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

WHEREAS, the New York State Energy Research and Development Authority (“NYSERDA”) has awarded the City of Elmira, New York the sum of Eight Thousand Two Hundred and 00/100 (\$8,200.00) Dollars to be used by the City to undertake or cause to be undertaken an Energy Study of City Hall to identify eligible energy upgrade measures recommended in a Clean Energy Communities Energy Study; and

WHEREAS, NYSERDA requires the City to enter into a contract with NYSERDA containing the terms and conditions of the “Award”;

NOW, THEREFORE BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the NYSERDA contract, and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign the contract; said contract to be subject to Corporation Counsel’s approval; and be it further

RESOLVED, that the City Council expresses its sincere gratitude to NYSERDA for the award.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution approving the amendment to Section 15-1 of the current Collective Bargaining Agreement between the City and CSEA and authorizing the Mayor to Sign the Memorandum of Agreement, attached hereto and made a part hereof.

Resolution Number: 2024-411

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution city and CSEA MOA lengthening probationary period to 52 weeks in CBA 12.16.2024.docx](#)
[MOA City and CSEA Section 15-1 amendment lengthening probationary period.pdf](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City and the Civil Service Employees Association, Inc., Local 1000 AFSCMA, AFL-CIO for the City of Elmira Unit #6351 (CSEA) have had discussions regarding amending Section 15-1 of the current Collective Bargaining Agreement to lengthen the probationary period for all CSEA employees to not more than fifty-two (52) weeks. Currently the maximum is twenty-six (26) weeks.

The following resolution approves the Memorandum of Agreement amending Section 15-1.

Respectfully yours,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION
NO. 2024 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding an amendment to Section 15-1 of the current Collective Bargaining Agreement between the City and Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, for the City of Elmira Unit #6351, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York hereby approves amending Section 15-1 of the current Collective Bargaining Agreement to provide the maximum probationary period to be not more than fifty-two (52) weeks; and be it further

RESOLVED, that the Mayor is hereby authorized to sign the Memorandum of Agreement attached hereto and made a part hereof.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this ____ day of December, 2024, by and between, the **CITY OF ELMIRA** (hereinafter "City") and **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, FOR THE CITY OF ELMIRA UNIT #6351** (hereinafter "CSEA");

WHEREAS, the City and CSEA are parties to a Collective Bargaining Agreement ("CBA") for the term January 1, 2023 through December 31, 2026; and

WHEREAS, Section 15-1 of the CBA establishes the duration of the probationary period; and

WHEREAS, the parties wish to modify Section 15-1 of the CBA;

NOW, THEREFORE

The parties hereby agree that Section 15-1 of the CBA is amended to read as follows: The probationary period for all employees shall be a term of not less than eight (8) weeks nor more than fifty-two (52) weeks.

The parties agree that the provisions contained in this MOA reflect the entirety of their agreement to amend Section 15-1 of the CBA.

IN WITNESS WHEREOF, the parties, by their signatures, acknowledge their agreement on the date first above written.

CITY OF ELMIRA

Dated: ____/____/2024

By: _____

Daniel J. Mandell, Jr./Mayor
Resolution No. 2024-_____

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC, LOCAL 1000
CITY OF ELMIRA UNIT #6351**

Dated: ____/____/2024

By: _____

Lori Waters/President

Agenda Summary: Receive communication from the City Manager and act on resolution approving the City's participation in the VIEWPOINT short-form documentary series at a total cost to the City in the amount of \$29,300.00 and authorizing the Mayor to sign the Studio Production Authorization, a copy of which is attached hereto and made a part hereof.

Resolution Number: 2024-412

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution VIEWPOINT documentary series public television stations 12.16.2024.docx](#)
[VIEWPOINT study production authorization - documentary series 12.2024.pdf](#)

December 16, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City has been approached by Pioneer Production Services, LLC to prepare a “VIEWPOINT” which shall consist of a short-form documentary series to be distributed to Public Television stations in all 50 states. The documentary series will include 5-6 minute corporate profile, an educational commercial television airings and internet distribution. The cost to the City to commit to participate in this project is \$25,900.00 as an underwriting and scheduling fee. Additionally, there will be a location fee of \$3,400.00 regarding the one-day location shoot. Attached hereto is a copy of the VIEWPOINT Studio Production Authorization.

The following resolution authorizes the City’s participation in the documentary series and authorizes the Mayor to execute the Authorization.

Respectfully yours,

P. Michael Collins
City Manager

December 16, 2024

RESOLUTION
NO. 2024 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City’s participation in a VIEWPOINT short-form documentary series to be distributed to public television stations in all 50 states , be received and placed on file; and be it further

RESOLVED, the City Council of the City of Elmira, York does hereby approve the City’s participation in the VIEWPOINT short-form documentary series at a total cost of \$29,300.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign the Studio Production Authorization, a copy of which is attached hereto and made a part hereof.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

VIEWPOINT

WITH DENNIS QUAID

Studio Production Authorization

To the Attention of: Mike Collins & Mayor Daniel Mandell

Participant Company: City of Elmira NY

Storyline: Discover America: Great Places to Live, Visit and Start a Business

Producer: Anthony Davis

Date: Wednesday, December 4, 2024

Public Television Distribution

This VIEWPOINT short-form documentary series will be distributed to Public Television stations in all 50 states. The overall project will include the production of one (1) 3-5 minute educational segment produced as a standalone short-form documentary for distribution to Public Television Stations nationwide (estimated reach for one year is 60 million households). VIEWPOINT maintains editorial control for the series format following Public TV Standards and will adhere to guidelines for Public Television's official practices. The host of VIEWPOINT for Public Television is Dennis Quaid. Mr. Quaid's image may not be used for any other *broadcasts* other than for this Public Television series. City of Elmira NY agrees to be a content expert for VIEWPOINT and understands that the format of the Public Television segment is non-commercial and strictly educational in nature. In adherence with Public Television Standards and Practices, there are no fees associated with the Public Television portion of the project. All fees outlined in this Authorization cover production costs for the value-added production and distribution services outlined below.

As a special thanks, VIEWPOINT will provide the following value-added services.

5-6 Minute Corporate Profile

VIEWPOINT will provide the production of one (1) broadcast quality, 5-6 minute educational documentary profile with expansive and detailed information documenting the issues and educational message that are applicable to your target audience. This is produced and edited on digital HD media. The format is educational and informational and is designed to promote your educational message within the context of the feature story line. Production includes interviews, narration, program/set design, script writing, videography, graphics, music, editing, high-end computer-generated graphics, and 2-D animation and/or graphics of your logo, phone number, and website will complete the production.

Educational Commercial Television Airings

VIEWPOINT will provide the production of one (1) high end one-minute educational commercial segment used for network distribution. Your segment will be broadcast once primetime in over 84 million homes via MSNBC, CNBC, CNN, or an equivalent network. Your educational commercial segment will also air 400 times in many of the top 100 Designated Marketing Areas during peak and primetime on networks such as CNBC, CNN, CNN Headline News, Discovery Life, Fox Business Network, The Learning Channel, Discovery Channel, or equivalent networks (a media schedule will be set in advance to guarantee these spots and post airing affidavits (proof of airing) will be provided upon request following the airings).

VIEWPOINT

P. 561-244-7620 • info@viewpointproject.com

VIEWPOINT

WITH DENNIS QUAID

Internet Distribution

VIEWPOINT will digitize your segments into digital files for streaming on your website and will be delivered in a format for streaming on social media sites. VIEWPOINT will design and generate an email campaign to your narrowcasted audience sending up to 1,000,000 video emails from our email database.

Project Cycle: 90-120 Days

Day 1: Contract signed, and organization is scheduled for participation in the project.

Days 2-14: Project Fee is due on receipt of invoice; Questionnaire and Collaterals Sent.

Days 15-45: Project assigned to a field producer, producer reviews literature, acclimates to storyline.

Days 46-75: Scripts written and approved. Shoot location determined and shoot day set.

Days 76-90+: Shoot Day occurs; studio edits film; segments are approved & media schedule is set for airing.

Requirements of City of Elmira NY

- a. Completion of the Research Questionnaire. (Available online, by email, & in Welcome Package)
- b. Collateral materials sent necessary to the storyline and to aid the producer and field producer in scripting. (Included should be all necessary literature, marketing materials, past video work, master files of previously shot video (if available), company logo(s); all helpful creating the script.
- c. A list of potential interviewees and site locations where the educational story may be shot.
- d. City of Elmira NY does hereby commit to participate in this project described above and agrees to pay the \$25,900 underwriting and scheduling fee upon receipt of invoice (there are no post-production fees).
- e. The one day one location shoot will be provided for a location fee of \$3,400 to shoot onsite in the continental U.S. This location expense will be the responsibility of City of Elmira NY. Alternately, a field production crew can be provided on location at an appropriate facility in South Florida (West Palm Beach to Miami) to shoot all footage and interviews for this project at no additional expense if the organization has a South Florida location to shoot story in use by an end user.
- f. Expert advice on the technical accuracy of script and video for the 5-minute educational documentary and one-minute segment within 5 business days of receipt of these deliverables.
- g. City of Elmira NY agrees to sign up for a free six-month ClipStock Enterprise Membership (the duration of the project). This membership is essential because it includes unlimited access to necessary stock footage, music and SFX for the project. As a VIEWPOINT featured guest, City of Elmira NY will receive both licensing and distribution rights to the stock footage, music, SFX along with the 6-minute corporate documentary and educational commercial at no additional cost. Your team will also have final sign-off and approval on all 3 segments prior to airings and distribution.

CITY OF ELMIRA

By:

Authorized Signature

Daniel J. Mandell, Jr.

Mayor

Position

12 / / 2024

Date

Pioneer Production Services, LLC

VIEWPOINT

Senior Producer

Anthony Davis

Position

Date

Venue for any claim relating to this agreement, or to the breach of this agreement, shall be in Palm Beach County, Florida. This agreement shall be interpreted under the laws of the state of Florida.

VIEWPOINT

P. 561-244-7620 • info@viewpointproject.com

Agenda Summary:

Act on resolution approving an agreement with Chemung County, a copy of which is attached hereto, under which the City will administer, on behalf of the County, a Lead Detection and Remediation Program applicable to eligible buildings in the City of Elmira and the County reimbursing the City for its Program services up to and not exceeding \$292,663.00 during the term of the agreement, which term is retroactive from September 1, 2024 through March 31, 2026 and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-413

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution county lead detection remediation program comm dev administering program 12.16.2024.docx](#)
[city-county lead detection-remediation program administering agmt 12.2024.pdf](#)

December 16, 2024

**RESOLUTION
NO. 2024 - _____**

By Councilmember _____:

WHEREAS, New York State has awarded Chemung County a grant of \$292,663.00 which funds are to be used for a Lead Detection and Remediation Program of eligible buildings within the City of Elmira; and

WHEREAS, the County desires to contract with the City to administer the Program; and

WHEREAS, the City, by and through its Community Development Department, has the knowledge and experience in administering a Lead Detection and Remediation Program;

NOW, THEREFORE BE IT

RESOLVED, that the City Council of the City of Elmira, New York hereby approves an “Agreement” with the County of Chemung, a copy of which is attached hereto, under which the City will administer, on behalf of the County, a Lead Detection and Remediation Program applicable to eligible buildings in the City of Elmira with the County reimbursing the City for its Program services up to and not exceeding Two Hundred Ninety-Two Thousand Six Hundred Sixty-Three (\$292,663.00) Dollars during the term of the Agreement, which shall be retroactive from September 1, 2024 through March 31, 2026; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign the “Agreement” 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	

A G R E E M E N T

THIS AGREEMENT made between the **COUNTY OF CHEMUNG** (hereinafter referred to as the "**COUNTY**"), on behalf of its applicable department(s), a municipal corporation of the State of New York, having its principal office at 203-205 Lake Street, Elmira, New York 14902-0588,

AND

**CITY OF ELMIRA
CITY HALL
ELMIRA, NEW YORK 14903**

(Hereinafter referred to as "**PROVIDER**")

W I T N E S S E T H

WHEREAS the parties hereto desire to make available to the **COUNTY** the services as authorized by applicable Laws of the State of New York; and as outlined in **ATTACHMENT A**, and

WHEREAS the **PROVIDER** is qualified to provide and is willing and authorized to furnish such services to the **COUNTY** and,

WHEREAS the **COUNTY** desires to contract with the **PROVIDER** for the furnishing of such services as aforesaid, and the said **PROVIDER** has agreed to render and furnish such services to the **COUNTY** to the extent indicated herein, and under the terms and conditions hereinafter provided, and

WHEREAS the **COUNTY** wishes to make these services available to those persons eligible under applicable Laws.

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

TERM OF AGREEMENT

1. This Agreement shall become effective **September 1, 2024**, and shall terminate on **March 31, 2026**.

BUDGET AND TOTAL AMOUNT OF AGREEMENT

2. The **PROVIDER** agrees that the budget attached hereto and made part hereof as **ATTACHMENT B**, accurately lists any personnel and/or other costs for services to be rendered by the **PROVIDER** under this Agreement.

This Agreement shall not exceed the **TOTAL** program budget cost, of **TWO HUNDRED NINETY-TWO THOUSAND SIX HUNDRED SIXTY THREE DOLLARS (\$292,663.00)**.

MANOR OF PAYMENT FROM COUNTY TO PROVIDER

3. The Housing Trust Fund Corporation has agreed to accept the work scope and costs estimates prepared by a third-party estimate from inspectors who work with the lead paint program manager of the City of develop the work scopes and costs for a given project, as documentation for payment.
4. Within 15 days of receipt of the funds from the Housing Trust Fund Corporation, the County will release the entirety of said funds to the City in order for the City to pay contractors based on the approved work scope and costs estimates.
5. Any excess funds not used for the purposes established in Schedule A of this agreement shall be returned to the County.
6. Any delay in payment of said funds by the County to the City as stated in this section will result in breach of this agreement on the part of the County. The County agrees that the Provider will not be responsible to expend funds for the purpose of performing the Provider's duties pursuant to this contract which funds have not been provided by the County.

RELATIONSHIP AS INDEPENDENT PROVIDER

7. The relationship of the PROVIDER to the COUNTY shall be that of independent PROVIDER. The PROVIDER, in accordance with this status as an independent provider, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be an officer or employee of the COUNTY by reason thereof and that it will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to Worker's Compensation coverage, or retirement membership or credits.

ASSIGNMENTS

8. The PROVIDER shall not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS

9. The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and

responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

NEW FEDERAL OR STATE REQUIREMENTS

10. In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

RECORDS RETENTION

11. The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

CONFIDENTIALITY

12. The PROVIDER and the COUNTY shall observe and require the observance of applicable County, Federal and State requirements relating to the confidentiality of records and information.

CLAIMS, PAYMENTS AND AUDITS

13. The PROVIDER agrees that all claims submitted for reimbursement to the COUNTY shall be true and correct and that reimbursement by the COUNTY does not duplicate reimbursement received by the PROVIDER from any other sources.

NEPOTISM/CONFLICT OF INTEREST

14. The PROVIDER agrees and is obligated to disclose that no current officer, director or incorporator of the PROVIDER shall be hired or retained by the PROVIDER to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the COUNTY.

TERMINATION

15. Each party shall have the right to terminate this Agreement by giving 30 days prior written notice to the other party.

A. Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, COUNTY, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement

effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.

B. The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of this Agreement, that are pursuant to, and after the PROVIDER's compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

C. In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER agrees to:

(1) Account for and refund to the COUNTY, within 30 days, any unexpended funds which have been paid to the PROVIDER pursuant to this Agreement.

(2) Not incur any further obligations pursuant to this Agreement beyond the termination date.

(3) Submit, within 30 days of termination, a full report of fiscal and program activities, accomplishments and obstacles encountered related to this Agreement.

NON-DISCRIMINATION

16. The COUNTY and PROVIDER agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING

17. The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. PROVIDERS found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such PROVIDERS shall be terminated and/or administrative fines imposed.

FOR CONTRACTS RECEIVING FEDERAL FUNDING, EITHER DIRECTLY OR THROUGH STATE OR LOCAL GOVERNMENTS:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), required that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used

routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. This law also applies to children's services which are provided in indoor facilities which are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

18. By signing this certification or contract agreement wherein this certification is included, the PROVIDER certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

19. The above recited language reflects the Federal requirements for all Federally funded programs. However, New York State Public Health Law, Section 1399-o, governing smoking in public places and facilities, is more restrictive than the Federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable Federal law, then all terms of the state or local law, rule or regulation shall apply.

EXECUTORY BASED ON AVAILABILITY OF MONIES

20. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

COOPERATION

22. The PROVIDER and the COUNTY recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

INDEMNITY

23. The City indemnifies and holds harmless the County, its legislators, officers, and employees from any and all claims, judgments, costs and expenses, including reasonable attorney's fees arising as a result of the negligence or intentional conduct of the City, its employees, agents, and representatives in performing its obligations pursuant to this Agreement.

The County indemnifies and holds harmless the City, its council members, officers, and employees from any and all claims, judgments, costs and expenses, including reasonable attorney's fees arising as a result of the negligence or intentional conduct of the County, its employees, agents and representatives in performing its obligations pursuant to this Agreement.

GENERAL PROVISIONS

24. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

25. If any term or provision of this Agreement or the application thereof shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

26. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

27. The following additional schedules are attached and made a part hereof: **Attachments A, B, C, and Attachment B-1.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

DATE: _____

COUNTY OF CHEMUNG

BY: _____
CHRISTOPHER J. MOSS
COUNTY EXECUTIVE

DATE: _____

BY: _____
DANIEL J. MANDELL, JR
MAYOR OF THE CITY OF ELMIRA
RESOLUTION NO: 2024-

Attachment A = Service Description/Protocols

Attachment B = Budget

Attachment C = Authorizing Resolution

Dept.Head Approval/Initials: _____

ATTACHMENT "A"**SERVICE DESCRIPTION****PROVIDER SHALL FURNISH THE FOLLOWING SERVICES:****I. OUTREACH AND COORDINATION**

The PROVIDER will, in coordination with the COUNTY, ensure the following:

- Project meets the following eligibility requirements:
 - Buildings built prior to 1980 and where there are between two and four units (multi-family dwelling).
 - Units inspected through the CLPPP or CLPPP+ program.
- Project meets the following prioritization requirements:
 - prioritize occupied units where elevated blood lead levels have been detected in children or pregnant people, however, other units inspected through the CLPPP or CLPPP+ program and confirmed to have lead present, may receive program assistance.
 - 80% of the grant funds must assist units in the select zip codes outlined by program.

The PROVIDER will, in coordination with the COUNTY, advise the applicants on the disposition of an application for LEAD program assistance within 30 business days of the submission of a complete application.

II. PROJECT DEVELOPMENT

The PROVIDER is responsible for the following:

- Preparing a written scope of work based on the recommendations provided by the lead hazard inspector and must address:
 - Abatement of friction surfaces with related remediation activities of non-friction surfaces.
 - Home improvements to address health and safety concerns that are documented in the risk assessment created by the Provider's third-party inspections.
- Completing relevant environmental review including the State Historic Preservation Office (SHPO) consultation.
- Should document property owner sign-off on the formal scope of work. This may be achieved through the inclusion of the scope of work in the written agreement.
- If the full cost is not covered by the LEAD grant, may help identify other sources, however, the property owner is responsible for costs related to other health and safety

repairs.

- Abatement work shouldn't commence until all resources have been secured to abate the lead to minimize the time tenants are displaced or impacted by repair activities.
- Grant funds will be made available only to cover lead abatement and remediation activities required and described in the written scope of work. In no case will the COUNTY reimburse more than the costs identified as available per unit.
- Tenant Relocation & Disclosures - If necessary, for public health protection, PROVIDER may provide relocation services to tenants of Assisted Unit. Property owners must guarantee tenants of Assisted Units a continuation of their lease and ability to return after the remediation is complete. This is an eligible expense, but PROVIDER must work to minimize the amount of time tenants are displaced from their homes.
- Contractor Selection - The PROVIDER will establish a list of contractors able to perform work in compliance with applicable standards. The PROVIDER may choose to develop this list through a formal Request for Qualifications (RFQ) process to provide contractors and professional service providers an equal opportunity for consideration. All contractors must supply EPA Lead Abatement and Renovation, Repair and Painting (RRP) certificates, references, and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage.
 - The contractor selection process must be free of collusion or intimidation, and the PROVIDER must exercise appropriate oversight over the entire process to ensure that it is fair, efficient, and free of actual and perceived conflicts of interest. A clear, written, scope of work for the project, as outlined in Work Write-up/Scope of Work above, must be the basis for the bids or proposals. All bidders must have equal access to relevant information, including information on the property itself.
 - Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive LEAD funds for work done on property that he or she owns, or a property that is owned by an immediate family member. Only payment for materials will be provided in those cases. Prior to commencing a project where there

is a possible conflict of interest, the PROVIDER must disclose the potential conflict to the Corporation for review and request a waiver of the conflict, if necessary, in accordance with the local conflict of interest policy. Municipalities must adhere to Article 18, "Conflicts of Interest of Municipal Officers and Employees," of the NYS General Municipal Law. Municipal officials, officers, and employees are prohibited from participating as a recipient of grant funds.

- EEO & MWBE Requirements
 - comply with Articles 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") New York Veterans' Services Law Article 3 and 9 NYCRR Section 252 ("SDVOB Regulations"). These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs").
 - Demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. Please visit NYS Empire State Developments Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses:
<https://ny.newnycontracts.com/>

III. PARTICIPANT AGREEMENT

The PROVIDER, in consultation with the COUNTY, will facilitate contracts between the property owner and contractor. The contract will outline the roles and responsibilities for both parties and responsibilities of the parties to the PROVIDER. At a minimum, the contract must specify:

- Agreed upon scope of work;
- Projected amount of financial assistance awarded;
- Estimated project timeline;
- Requirement to insure the premises for the full (100%) replacement value, obtain fire insurance and other appropriate insurance depending on makeup of building, and to obtain flood insurance coverage if the premises is in a special flood hazard area.
- Requirement to sign and file the LEAD Declaration of Interest form;
- Requirement to sign the LEAD Property Release form permitting HTFC to use photographs of the assisted properties;

- Requirement to engage a contractor and begin work within a reasonable amount of time, ideally within 30 days of approval;
- Disbursement procedures;
- PROVIDER and/or the COUNTY has the right to inspect work at any time;
- PROVIDER may terminate the award and cancel the contract should the work be inconsistent with the program rules outlined, agreed upon scope of work or project design, stated timeline or if insurance is not maintained by the property owner or participating contractor;
- Property owner will cooperate with the PROVIDER requirement to monitor the ongoing maintenance of the property.
- Rent may not be increased more than 3% annually for lease renewal or at vacancy for non-regulated units and regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements.
- The PROVIDER and/or the COUNTY retains the right to inspect work in progress at any point. The PROVIDER must perform periodic inspections of renovation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits must be documented in PROVIDER's project files.
- Using CLPPP or CLPPP+ funds, a final inspection including a dust wipe clearance report, is required before submitting a final payment request. The PROVIDER, property owner and other relevant professionals must verify that the work was completed properly and is consistent with the contracted scope of work. A final inspection report must be documented in PROVIDER's project files and submitted with the request for reimbursement.

The contract between the home owner and contractor will contain language stating: "By signing this agreement, the Owner and the Contractor each acknowledges and agrees that [provider] is functioning as a grant institution and as such has the right to prescribe the forms to be used, to approve the scope of work, and to inspect and approve the quality of the work. The Owner and the Contractor further acknowledge and agree that the City's participation and actions undertaken pursuant to this Contract do not and shall not make the City liable to the Contractor for a breach of this contract by the Owner. The Contractor's sole remedy is against the Owner of the Property."

IV. FINANCIAL MANAGEMENT

- Staff -The PROVIDER's chief financial officer will be responsible for all financial transactions under this contract. The PROVIDER should have a written policy on internal controls, and use this policy to determine the process for review and approval of requests for disbursement of LEAD funds. The

Authorized Signature Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the PROVIDER's written policy on internal controls.

- Payment Procedures - The LEAD program operates as a cost incurred and/or reimbursement program and payments will generally be made upon submissions of invoices substantiating the need for payment of eligible soft, hard, and program delivery costs.

V. DISPUTE RESOLUTION

- Primary responsibility for resolving participant and contractor disputes rests with the PROVIDER. A Dispute Resolution Plan must be developed to establish a standard practice to administratively resolve disputes related to the Participant Agreement, contract, or written agreement with the contractor. Examples of common issues which may be amenable to conflict resolution include project timeline, quality of work, scope of work, inability, or failure of parties to uphold obligations, final participant completion sign off, or contractor payment.
- In the event there is a dispute between a participant and contractor, whenever feasible the PROVIDER should require notice in writing. The PROVIDER must exercise best efforts to resolve the dispute as soon as possible. This may include conducting an inspection to evaluate claims and meeting with the parties in attempt to reach a satisfactory result through negotiation. All efforts must be documented in project files, and whenever possible include photos.
- If the Dispute Resolution Plan is applied and documented, but efforts fail, then the PROVIDER shall notify the COUNTY and provide a recommended course of action for consideration.

VI. ONGOING MAINTENANCE

- Obligations - Property owners are required to maintain property assisted with LEAD funds for a period of five years from the date of project completion and final inspection. This requires that any assisted improvements be maintained in a manner that is consistent with the goals of the LEAD program for the regulatory term.
 - o Assisted residential units, upon vacancy may be marketed based on market rates, however, rent may not be increased more than 3% annually for lease renewal or at vacancy for non-regulated units and regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements.
 - o In 2023, the New York State legislature made an amendment to New York State's Public Health Law to include a requirement for owners of dwellings with two or more units and build prior to 1980, to register their rental units with an upcoming rental registry and certify these units to be safe from lead hazards every three(3) years. Property Owners are to work proactively in anticipation of the release of the rental registry by the Department of Health, to certify units lead free through this pilot program.

- o The PROVIDER will require each property owner receiving LEAD funds to file a Declaration of Interest, in a form approved by HTFC, with the clerk of the county in which the project is located. In the Declaration, the property owner will declare that he/she has received assistance from LEAD and will maintain the property in a manner consistent with the program objectives for a minimum of five years. In the event of non-compliance or resale, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the five-year regulatory term.
- Responsible Parties - The PROVIDER will monitor projects assisted under LEAD during the five-year regulatory term. The PROVIDER will ensure maintenance of lead abatement investments. The PROVIDER must develop a formal plan for monitoring the assisted properties and ensuring compliance for the five-year term. The plan must address staff assignment of this responsibility and address continuity of operations. As part of this plan, the PROVIDER will periodically inspect assisted properties and conduct any inspections directed by HTFC using the current rental inspections provided by City of Elmira Code Enforcement.

ATTACHMENT "B"**BUDGET****Total budgeted amount:****\$292,663.00**

The COUNTY shall reimburse PROVIDER for LEAD program services up to and not exceeding TWO HUNDRED NINETY-TWO THOUSAND SIX HUNDRED SIXTY THREE DOLLARS (\$292,663.00) during the time specified in this contract.

Attachment "C"
AUTHORIZING RESOLUTION

Elmira City Council

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

Resolution Number: 2024-414

Sponsor: Nan Moss

ATTACHMENTS

[12-16-2024 audit \(LEAD\).doc](#)

December 16, 2024

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$16,770.63** are hereby audited for payment for the LEAD Hazard Reduction Grant, December 16, 2024.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	\$ 14,995.68
Office Supplies	City Chamberlain	Adobe subscription	\$ 111.84
Relocation	City Chamberlain	invoice #2024-87	\$ 763.90
Travel- Airfare	City Chamberlain	invoice # 2024-88	\$ 867.96
Telephone	City Chamberlain	invoice #2024-89	\$ 31.25
		TOTAL	\$ 16,770.63

Elmira City Council

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

Resolution Number: 2024-415

Sponsor: Corey Cooke

ATTACHMENTS

[12-16-2024 audit \(CDBG;HOME\).docx](#)

December 16, 2024

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$50,128.65** they are hereby audited for payment for the Community Development Block Grant, December 16, 2024.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Payroll (Rehab and Admin)	Payroll	Payroll not to exceed	\$19,000.00
Payroll HOME ARP	Payroll	Payroll Stipend	\$3,078.79
Office Supplies	City Chamberlain	Adobe Subscription	\$223.68
Marketing	LocaliQ	public notices	\$151.82
Filing Fees	Chemung County Clerk	See attachment for additional information	\$150.00
CDBG Grant and Loan	Ben Miller Contracting	See attachment for additional information	\$23,800.00
Health Insurance	City Chamberlain	invoice #2024-13	\$3,608.76
Postage	City Chamberlain	invoice #2024-86	\$22.05
Telephone	City Chamberlain	invoice #2024-90	\$31.25
Processing Fee	AmRent	invoice # 5425776	\$62.30
		TOTAL	\$50,128.65

Agenda Summary: Act on Audit.

Resolution Number: 2024-416

Sponsor: Nan Moss

ATTACHMENTS

[Cover Sheet.pdf](#)

[Backup Part 1.pdf](#)

[Backup Part 2.pdf](#)

DATE: December 16th, 2024

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

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

CURRENT BUDGET FUNDS:	\$779,061.03
CAPITAL FUNDS:	\$177,776.62
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$956,837.65
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OTHER PAYMENTS:

PAYROLLS W/E December 15th, 2024	\$750,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$15,540.44
CAPITAL HAND CHECKS	\$163,579.70
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$929,120.14
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GRAND TOTAL PAYMENTS:	\$1,885,957.79
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RESOLUTION NO. 2024-

By Councilmember _____

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

\$1,885,957.79

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: 12/16/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	12/16/2024	206200	Accounts Payable	3M TRAFFIC CONTROL MATERIALS DIV.		284.38
	Invoice		Date	Description	Check Sort Code	Amount
		9431567439	11/26/2024	Printing & Supplies		284.38
Check	12/16/2024	206201	Accounts Payable	AED Brands LLC		506.00
	Invoice		Date	Description	Check Sort Code	Amount
		172453	12/03/2024	AED accessories		506.00
Check	12/16/2024	206202	Accounts Payable	Allied Spring Works		3,168.49
	Invoice		Date	Description	Check Sort Code	Amount
		876	10/11/2024	EFD 632 Spring Repair		3,168.49
Check	12/16/2024	206203	Accounts Payable	ALTERNATIVE HEATING LLC 'CLEAN BURN		727.00
	Invoice		Date	Description	Check Sort Code	Amount
		2174	11/02/2024	Fuel Cleaning Services		727.00
Check	12/16/2024	206204	Accounts Payable	AMAZON CAPITAL SERVICES INC		2,975.05
	Invoice		Date	Description	Check Sort Code	Amount
		1YTJ-YV3X-R1XR	12/03/2024	2024 BLANKET PO PGB1989		55.90
		1YVM-9DFW-QD9F	12/03/2024	AMAZON Blanket PO		36.80
		1M6R-T4KH-VCPX	12/03/2024	LE TECH GRANT		694.59
		14R4-QDYJ-QQTF	12/03/2024	ASR0VYJOJMY2H		2,187.76
Check	12/16/2024	206205	Accounts Payable	APPLIED INDUSTRIAL TECH.		364.12
	Invoice		Date	Description	Check Sort Code	Amount
		7030971049	11/20/2024	Automotive Parts		364.12
Check	12/16/2024	206206	Accounts Payable	AUSTIN EXCAVATING & PAVING INC		202.40
	Invoice		Date	Description	Check Sort Code	Amount
		17168	10/11/2024	Sand and Gravel RFB-2404 RES 23-085		202.40
Check	12/16/2024	206207	Accounts Payable	BALLAND ENTERPRISES INC.		2,325.00
	Invoice		Date	Description	Check Sort Code	Amount
		2024-3115	11/21/2024	SUPPLIES-GROVE PARK		575.00
		2024-3114	12/03/2024	8/19/24 MVA		1,750.00
Check	12/16/2024	206208	Accounts Payable	BEAM MACK		252.54
	Invoice		Date	Description	Check Sort Code	Amount
		380864E	12/02/2024	CITY OF ELMIRA		252.54
Check	12/16/2024	206209	Accounts Payable	BEST SECURTIY & AUTOMATION		245.00
	Invoice		Date	Description	Check Sort Code	Amount
		1419380	12/03/2024	BOSS Fire Ext BPO		245.00
Check	12/16/2024	206210	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.		42.78
	Invoice		Date	Description	Check Sort Code	Amount
		381816, 382077+	11/14/2024	BLANKET FOR SUPPLIES AND MATERIALS		42.78
Check	12/16/2024	206211	Accounts Payable	CHAMPION FASTENERS		1,843.88
	Invoice		Date	Description	Check Sort Code	Amount

		100662	11/25/2024	HARDWARE & TOOLS		99.42
		99828	10/16/2024	Equipment Service		51.00
		100029	10/24/2024	Equipment Service		9.95
		100299	11/03/2024	Equipment Service		410.98
		100358	11/06/2024	Equipment Service		130.92
		100369	11/07/2024	Equipment Service		41.70
		100722	11/22/2024	Equipment Service		139.99
		100804	11/26/2024	MISC. PARTS/HARDWARE		959.92
Check	12/16/2024	206212	Accounts Payable	CHAPEL LUMBER COMPANY		12.99
	Invoice		Date	Description	Check Sort Code	Amount
		2411-144904	11/12/2024	BLANKET FOR LUMBER & MATERIALS		12.99
Check	12/16/2024	206213	Accounts Payable	CHEMUNG COUNTY CENTRAL SERV-POSTAGE		509.74
	Invoice		Date	Description	Check Sort Code	Amount
		NOVEMBER 2024	12/03/2024	POSTAGE		509.74
Check	12/16/2024	206214	Accounts Payable	CHEMUNG COUNTY TRANSFER		21,169.55
	Invoice		Date	Description	Check Sort Code	Amount
		140690	12/03/2024	CUST#TI-00038 1		423.50
		140640+	11/18/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		18,409.22
		140642, 140691	11/18/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		1,516.24
		140641	12/03/2024	CUST#TI-00038 1		820.59
Check	12/16/2024	206215	Accounts Payable	CHEMUNG COUNTY TREASURER		102,294.11
	Invoice		Date	Description	Check Sort Code	Amount
		2024-00000033	12/03/2024	2024PC MAINTENANCE		18,500.00
		2024-00000017	12/03/2024	Q3 2024 PERSONNEL AND SERVICES		83,794.11
Check	12/16/2024	206216	Accounts Payable	CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.		16,003.92
	Invoice		Date	Description	Check Sort Code	Amount
		69575518101	12/03/2024	CUST#2530739-41493		16,003.92
Check	12/16/2024	206217	Accounts Payable	COOK BROTHERS		341.00
	Invoice		Date	Description	Check Sort Code	Amount
		2247108	10/30/2024	Automotive Parts		232.34
		2262451	11/21/2024	Automotive Parts		29.49
		73.48	11/22/2024	Automotive Parts		73.48
		2264952	11/26/2024	Automotive Parts		5.69
Check	12/16/2024	206218	Accounts Payable	CORNING COMMUNITY COLLEGE BOOKSTORE		75.00
	Invoice		Date	Description	Check Sort Code	Amount
		202507	12/03/2024	ELMIRA POLICE DEPT		75.00
Check	12/16/2024	206219	Accounts Payable	CSEA EMPLOYEE BENEFIT FUND		7,545.40
	Invoice		Date	Description	Check Sort Code	Amount
		#37514901	12/03/2024	CITY OF ELMIRA VISION PLAN		7,545.40
Check	12/16/2024	206220	Accounts Payable	CULLIGAN		110.00
	Invoice		Date	Description	Check Sort Code	Amount
		272X33948003	12/03/2024	ACCT#272-00120501-7		110.00
Check	12/16/2024	206221	Accounts Payable	CULLIGAN		334.00
	Invoice		Date	Description	Check Sort Code	Amount
		272x33948102,	12/03/2024	272x33809502		110.00
		.272-00120519-9	12/03/2024	police		224.00
Check	12/16/2024	206222	Accounts Payable	CURREN HARDWARE & FEED		361.92
	Invoice		Date	Description	Check Sort Code	Amount
		8527	11/19/2024	PARTS, HARDWARE, TOOLS		114.94
		8516/7377/8409/	12/03/2024	ADD'L INVOICES 8807&8782		97.07
		7795	11/11/2024	MISC PARTS/HARDWARE		29.70
		8596	11/20/2024	MISC PARTS/HARDWARE		21.98
		6513	11/28/2024	MISC PARTS/HARDWARE		29.33

		7589	11/08/2024	MISC PARTS/HARDWARE		23.57
		9776	12/03/2024	SO TIER SENTRY Blanket PO		15.99
		9849	12/03/2024	SO TIER SENTRY Blanket PO		8.59
		9824	12/03/2024	SO TIER SENTRY Blanket PO		3.78
		9687	12/03/2024	SO TIER SENTRY Blanket PO		3.98
		9107	12/03/2024	SO TIER SENTRY Blanket PO		12.99
Check	12/16/2024	206223	Accounts Payable	D & W DIESEL & ELECTRIC		60.00
	Invoice		Date	Description	Check Sort Code	Amount
		CN5842	11/13/2024	Fuel		60.00
Check	12/16/2024	206224	Accounts Payable	DANIEL NYBEK		34.91
	Invoice		Date	Description	Check Sort Code	Amount
		SUPPLIES	12/06/2024	SUPPLIES		34.91
Check	12/16/2024	206225	Accounts Payable	DELL COMPUTER CORP.		11,551.68
	Invoice		Date	Description	Check Sort Code	Amount
		10775098659	12/03/2024	Laptops and accessories		11,551.68
Check	12/16/2024	206226	Accounts Payable	Excelsior Training Group, LLC		3,500.00
	Invoice		Date	Description	Check Sort Code	Amount
		11/26/24	12/03/2024	2 DAY RED DOT INSTRUCTOR		3,500.00
Check	12/16/2024	206227	Accounts Payable	FERRARIO FORD LINCOLN MERCURY		994.40
	Invoice		Date	Description	Check Sort Code	Amount
		70571	11/06/2024	Automotive Parts		226.20
		70669	11/14/2024	Automotive Parts		58.05
		70698	11/19/2024	Automotive Parts		197.37
		70746	11/20/2024	Automotive Parts		12.78
		RFB-330	12/03/2024	BID REFUND - 2 NEW F350 PICKUPS		500.00
Check	12/16/2024	206228	Accounts Payable	FIRST UNUM LIFE		1,054.76
	Invoice		Date	Description	Check Sort Code	Amount
		NOVEMBER 2024	12/03/2024	POLICY#0461381-001		263.66
		NOVEMBER, 2024	12/03/2024	POLICY NUMBER 0461461-001		791.10
Check	12/16/2024	206229	Accounts Payable	Gannett New York- New Jersey LocalIQ		194.02
	Invoice		Date	Description	Check Sort Code	Amount
		0006792592	12/03/2024	ACCT#1122994		194.02
Check	12/16/2024	206230	Accounts Payable	GOODYEAR		1,752.00
	Invoice		Date	Description	Check Sort Code	Amount
		44313	12/04/2024	Automotive repair		1,752.00
Check	12/16/2024	206231	Accounts Payable	GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE		453,047.78
	Invoice		Date	Description	Check Sort Code	Amount
		7169	12/03/2024	JAN 2025 CITY HEALTH INSURANCE		453,047.78
Check	12/16/2024	206232	Accounts Payable	GRIFFITH OIL CO.		196.47
	Invoice		Date	Description	Check Sort Code	Amount
		24078134	12/03/2024	MONKEY RUN RD		196.47
Check	12/16/2024	206233	Accounts Payable	HAUN WELDING SUPPLY		324.19
	Invoice		Date	Description	Check Sort Code	Amount
		295106, 295108	11/14/2024	BLANKET FOR WELDING SUPPLIES		55.65
		270407	10/21/2024	WELDING SUPPLIES		158.54
		290167	11/07/2024	WELDING SUPPLIES		110.00
Check	12/16/2024	206234	Accounts Payable	HEP SALES		14.37
	Invoice		Date	Description	Check Sort Code	Amount
		0021, 0024	10/01/2024	SUPPLIES		14.37
Check	12/16/2024	206235	Accounts Payable	HETRICK GLASS SHOP		50.00
	Invoice		Date	Description	Check Sort Code	Amount
		51627	11/20/2024	Parts/ Hardware		50.00

Check	12/16/2024	206236	Accounts Payable	HIGHER INFORMATION GROUP		226.2
	Invoice		Date	Description	Check Sort Code	Amount
	480536		12/03/2024	ELMPOL		226.25
Check	12/16/2024	206237	Accounts Payable	HORSEHEADS DO-IT CENTER		73.43
	Invoice		Date	Description	Check Sort Code	Amount
	398672		10/31/2024	Small equipment		73.43
Check	12/16/2024	206238	Accounts Payable	I. D. BOOTH, INC.		2,002.06
	Invoice		Date	Description	Check Sort Code	Amount
	85637+		11/19/2024	ELECTRICAL SUPPLIES		515.45
	88320+		11/26/2024	SUPPLIES		448.14
	100089934.001		11/25/2024	BLANKET FOR PLUMBING SUPPLIES & PARTS		65.55
	S100076465.001		10/29/2024	Equipment Service		940.44
	S100079101.001		11/05/2024	Parking Meter Parts		32.48
Check	12/16/2024	206239	Accounts Payable	I. D. BOOTH, INC.		849.00
	Invoice		Date	Description	Check Sort Code	Amount
	S100090942.001		12/03/2024	BOOTH Fuel Combo Kit		849.00
Check	12/16/2024	206240	Accounts Payable	IPS GROUP, INC		3,328.61
	Invoice		Date	Description	Check Sort Code	Amount
	INV104618		12/03/2024	CREDIT CARD TRANSACTION FEES		3,328.61
Check	12/16/2024	206241	Accounts Payable	iWorQ		18,500.00
	Invoice		Date	Description	Check Sort Code	Amount
	205702		12/03/2024	YEARLY FEE/SUBSCRIPTION		18,500.00
Check	12/16/2024	206242	Accounts Payable	J.C. SMITH, INC.		2,038.00
	Invoice		Date	Description	Check Sort Code	Amount
	1776340		09/27/2024	Equipment Service		2,038.00
Check	12/16/2024	206243	Accounts Payable	JOHN'S EQUIPMENT RENTAL		1,113.05
	Invoice		Date	Description	Check Sort Code	Amount
	74720		11/18/2024	BLANKET FOR STRING, CHAINSAW PARTS & REPAIRS		44.99
	74934		12/02/2024	Small Equipment - Maintenance/Repair		629.99
	74175		10/23/2024	Automotive Parts		7.00
	74763		11/20/2024	Equipment Service		431.07
Check	12/16/2024	206244	Accounts Payable	Johnson Excavation & Trucking		695.73
	Invoice		Date	Description	Check Sort Code	Amount
	179		12/03/2024	LIGHTS, TABLET, CHARGERS INSTALLATION		695.73
Check	12/16/2024	206245	Accounts Payable	JOSEPH MARTINO		2,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	24-340		12/03/2024	CHEMUNG COUNTY GRANT		2,000.00
Check	12/16/2024	206246	Accounts Payable	KELLEY BROTHERS		122.12
	Invoice		Date	Description	Check Sort Code	Amount
	7-121721		11/19/2024	BLANKET FOR LOCKS, KEYS, DOOR PARTS		122.12
Check	12/16/2024	206247	Accounts Payable	Kimball Midwest		1,771.10
	Invoice		Date	Description	Check Sort Code	Amount
	102604067		09/13/2024	Automotive Parts		50.70
	102772906		11/06/2024	Automotive Parts		1,207.50
	102691652		10/11/2024	Automotive Parts		477.92
	102772738		11/06/2024	Automotive Parts		34.98
Check	12/16/2024	206248	Accounts Payable	KPOCH Intermediate Inc.		365.84
	Invoice		Date	Description	Check Sort Code	Amount
	700941		11/30/2024	Utilities		274.38
	670321		06/30/2024	Utilities		91.46
Check	12/16/2024	206249	Accounts Payable	LORI WATERS		77.05
	Invoice		Date	Description	Check Sort Code	Amount
	TRAVEL REIMBURSE		12/03/2024	MILEAGE - DOMESTIC VIOLENCE COUNCIL		77.05
Check	12/16/2024	206250	Accounts Payable	LOWE'S COMPANIES, INC.		1,229.29

	Invoice	Date	Description	Check Sort Code	Amount
	90100&99916	12/03/2024	SUPPLIES		616.45
	899305887	10/30/2024	Parts & Hardware		14.35
	691713490	11/01/2024	Parts/ Hardware		598.49
Check	12/16/2024	206251	Accounts Payable MCDONALD EXCAVATING, INC.		120.00
	Invoice	Date	Description	Check Sort Code	Amount
	58492	11/04/2024	TOPSOIL RFB# 2484		120.00
Check	12/16/2024	206252	Accounts Payable MTE		2,573.15
	Invoice	Date	Description	Check Sort Code	Amount
	03-409149	11/14/2024	Automotive Parts		27.02
	03-408336	11/01/2024	Automotive Parts		359.31
	03-408436	11/04/2024	Automotive Parts		565.19
	01-408465	11/04/2024	Automotive Parts		1,621.63
Check	12/16/2024	206253	Accounts Payable NAPA AUTO PARTS		2,767.77
	Invoice	Date	Description	Check Sort Code	Amount
	132600	10/31/2024	Automotive Parts PGB# 2349 RES # 20-452		58.32
	133032	11/07/2024	Automotive Parts PGB# 2349 RES # 20-452		349.08
	133348	11/12/2024	Automotive Parts PGB# 2349 RES # 20-452		159.59
	133351	11/12/2024	Automotive Parts PGB# 2349 RES # 20-452		123.67
	133361	11/12/2024	Automotive Parts PGB# 2349 RES # 20-452		75.79
	133440	11/13/2024	Automotive Parts PGB# 2349 RES # 20-452		56.31
	133731	11/18/2024	Automotive Parts PGB# 2349 RES # 20-452		34.99
	133398	11/13/2024	Automotive Parts PGB# 2349 RES # 20-452		113.06
	133399	11/13/2024	Automotive Parts PGB# 2349 RES # 20-452		4.00
	133402	11/13/2024	Automotive Parts PGB# 2349 RES # 20-452		284.38
	133530	11/14/2024	Automotive Parts PGB# 2349 RES # 20-452		8.50
	133864	11/20/2024	Automotive Parts PGB# 2349 RES # 20-452		60.01
	133866	11/20/2024	Automotive Parts PGB# 2349 RES # 20-452		41.23
	6718-132552	10/30/2024	Automotive Parts PGB# 2349 RES # 20-452		82.61
	6718-133053	11/07/2024	Automotive Parts PGB# 2349 RES # 20-452		23.45
	133799	11/19/2024	Automotive Parts PGB# 2349 RES # 20-452		195.72
	134032	11/22/2024	Automotive Parts PGB# 2349 RES # 20-452		39.77
	134195	11/25/2024	Automotive Parts PGB# 2349 RES # 20-452		563.10
	6718-132549	10/30/2024	Automotive Main/ repair		299.90
	133312	11/12/2024	Automotive Main/ repair		98.19
	133056	11/07/2024	Automotive Main/ repair		96.10
Check	12/16/2024	206254	Accounts Payable NORTHEAST SIGNAL		17,761.20
	Invoice	Date	Description	Check Sort Code	Amount
	1004724MD2+	11/19/2024	BPO FOR TRAFFIC/ELECTRICAL SUPPLIES		2,811.20
	112524MD	11/25/2024	MIOVISION CAMERA SYSTEM		14,950.00
Check	12/16/2024	206255	Accounts Payable NU-WAY ELMIRA		30.90
	Invoice	Date	Description	Check Sort Code	Amount
	11740J1739	11/18/2024	BLANKET FOR FILTERS MISC PARTS		30.90
Check	12/16/2024	206256	Accounts Payable NYSEG		15,182.19
	Invoice	Date	Description	Check Sort Code	Amount
	11/15/24	12/03/2024	ACCT#1901-0154-003		15,027.29
	11/20/24	12/03/2024	119 W 2ND ST - NOVEMBER 2024		154.90
Check	12/16/2024	206257	Accounts Payable NYSID		4,763.25
	Invoice	Date	Description	Check Sort Code	Amount
	1078735	11/25/2024	ANNUAL CLEANING SERVICE MONTHLY APR-DEC		4,763.25
Check	12/16/2024	206258	Accounts Payable PANOSIAN'S INC.		99.97
	Invoice	Date	Description	Check Sort Code	Amount
	RECEIPT	12/03/2024	NICOLE KEOUGH - BOOTS		99.97
Check	12/16/2024	206259	Accounts Payable PEOPLEREADY INC		3,463.92
	Invoice	Date	Description	Check Sort Code	Amount
	28931892	11/19/2024	TEMP SERVICES		1,443.30
	28940893	11/26/2024	TEMP SERVICES		865.98
	28950428	12/03/2024	TEMP SERVICES		1,154.64

Check	12/16/2024	206260	Accounts Payable	PITNEY BOWES		99.0
	Invoice		Date	Description	Check Sort Code	Amount
	1026469601		12/03/2024	ORDER #0012180796		99.00
Check	12/16/2024	206261	Accounts Payable	POINT SPRING & DRIVESHAFT CO.		28.87
	Invoice		Date	Description	Check Sort Code	Amount
	32519		11/15/2024	Automotive Parts RFB- 2077R		28.87
Check	12/16/2024	206262	Accounts Payable	RANGER OUTFITTERS		27.50
	Invoice		Date	Description	Check Sort Code	Amount
	25873		12/03/2024	HEMMING		27.50
Check	12/16/2024	206263	Accounts Payable	REGIONAL INTERNATIONAL		497.24
	Invoice		Date	Description	Check Sort Code	Amount
	011239028P		11/26/2024	Automotive Parts		497.24
Check	12/16/2024	206264	Accounts Payable	RINWALSKE GARAGE		355.00
	Invoice		Date	Description	Check Sort Code	Amount
	51194		10/29/2024	Equipment Service		100.00
	52912, 51682		12/03/2024	STMT 3297		255.00
Check	12/16/2024	206265	Accounts Payable	SAFE		2,822.00
	Invoice		Date	Description	Check Sort Code	Amount
	12/15/24		12/03/2024	WORKERS COMP LIABILITY		2,822.00
Check	12/16/2024	206266	Accounts Payable	SAFETY KLEEN		578.00
	Invoice		Date	Description	Check Sort Code	Amount
	95749709		11/14/2024	Misc. Services		288.12
	289.88		05/30/2024	Misc. Services		289.88
Check	12/16/2024	206267	Accounts Payable	SCHLATHER, STUMBAR, PARKS & SALK, LLP		6,411.38
	Invoice		Date	Description	Check Sort Code	Amount
	9164		12/03/2024	STROBRIDGE ESTATE-OROPALLO		6,411.38
Check	12/16/2024	206268	Accounts Payable	SIMMONS ROCKWELL		500.00
	Invoice		Date	Description	Check Sort Code	Amount
	RFB-330		12/03/2024	REFUND BID DEPOSIT - 2 NEW F350 PICKUPS		500.00
Check	12/16/2024	206269	Accounts Payable	STAPLES BUSINESS ADVANTAGE		547.44
	Invoice		Date	Description	Check Sort Code	Amount
	6017295841		11/19/2024	BLANKET FOR OFFICE SUPPLIES		60.06
	6017597095		12/03/2024	2024 BLANKET PO - RFB 2353		51.51
	6017497756		12/03/2024	2024 BLANKET PO - RFB 2353		224.08
	6018701701		12/03/2024	2024 BLANKET PO - RFB 2353		43.99
	6017428989,		12/03/2024	6017497754		167.80
Check	12/16/2024	206270	Accounts Payable	STEWART P. WILSON		9,352.24
	Invoice		Date	Description	Check Sort Code	Amount
	492699		11/20/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,773.80
	492698		11/27/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		2,034.40
	494118		11/12/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,170.00
	493637		11/13/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,256.00
	493854		11/13/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,557.44
	494117		11/19/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		1,092.60
	467741		11/12/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC		468.00
Check	12/16/2024	206271	Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.		144.94
	Invoice		Date	Description	Check Sort Code	Amount
	99528		11/14/2024	MESSAGE SERVICES		144.94
Check	12/16/2024	206272	Accounts Payable	TWIN TIER PAINT WALLCOVERING		584.99
	Invoice		Date	Description	Check Sort Code	Amount
	71135, 71216, 71		11/14/2024	BLANKET FOR PAINT & sUPPLIES		584.99
Check	12/16/2024	206273	Accounts Payable	UniFirst Corporation		372.16

	Invoice	Date	Description	Check Sort Code	Amount
	41823, 41813	11/28/2024	BLANKET FOR FLOOR MATS FOR BUILDINGS		187.98
	1100141822	11/28/2024	LAUNDRY SERVICE		92.09
	1100139647	11/21/2024	LAUNDRY SERVICE		92.09
Check	12/16/2024	206274	Accounts Payable UNITED UNIFORM		461.70
	Invoice	Date	Description	Check Sort Code	Amount
	1021-17001	12/03/2024	Quarter Zip Fleece		461.70
Check	12/16/2024	206275	Accounts Payable VAL-U TOWING		270.00
	Invoice	Date	Description	Check Sort Code	Amount
	ELMIRA POLICE	12/03/2024	TOWING		270.00
Check	12/16/2024	206276	Accounts Payable VASCO BRANDS, INC.		792.69
	Invoice	Date	Description	Check Sort Code	Amount
	143210B	12/03/2024	VASCO Cleaning Supplies BPO		14.43
	143210A	12/03/2024	VASCO Cleaning Supplies BPO		53.82
	143210	12/03/2024	VASCO Cleaning Supplies BPO		466.47
	142884A	12/03/2024	VASCO Cleaning Supplies BPO		4.81
	142884	12/03/2024	VASCO Cleaning Supplies BPO		253.16
Check	12/16/2024	206277	Accounts Payable VERIZON (FORMERLY BELL ATLANTIC)		2,134.83
	Invoice	Date	Description	Check Sort Code	Amount
	11/27/24	12/03/2024	Utilities		2,040.92
	11/27/24..	12/03/2024	ACCT#651-754-337-0001-23		75.13
	11/27/24..	12/03/2024	ACCT#251-754-321-0001-58		18.78
Check	12/16/2024	206278	Accounts Payable VERIZON WIRELESS		3,111.24
	Invoice	Date	Description	Check Sort Code	Amount
	9979442324	12/03/2024	ACCT#286111989-0001		3,111.24
Check	12/16/2024	206279	Accounts Payable WEST INFORMATION PUBLISHING GROUP		936.33
	Invoice	Date	Description	Check Sort Code	Amount
	851204060	12/03/2024	LIBRARY PLAN 11/1 - 11/30/24		509.66
	851115299	12/03/2024	WESTLAW CHARGES 11/1 - 11/30/24		426.67
Check	12/16/2024	206280	Accounts Payable WEX BANK		7,157.12
	Invoice	Date	Description	Check Sort Code	Amount
	101215419	12/03/2024	FUEL PURCHASES		7,157.12
Check	12/16/2024	206281	Accounts Payable WILBRI, INC.		15,976.63
	Invoice	Date	Description	Check Sort Code	Amount
	33157	09/27/2024	Diagnose & Repair Sanitation 145		15,976.63
Check	12/16/2024	206282	Accounts Payable XEROX CORPORATION		154.00
	Invoice	Date	Description	Check Sort Code	Amount
	022339201	12/03/2024	CUST#708184692		67.58
	022146603	12/03/2024	CUST#7081841692		72.95
	022146593	12/03/2024	CUST#726686991		13.47
Check	12/16/2024	206283	Accounts Payable CARMEN CLARK		245.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.11-7-26	12/03/2024	SANITATION OPT OUT - 404 LOCUST ST		245.00
Check	12/16/2024	206284	Accounts Payable CRAWFORD INVESTMENTS LLC		62.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.19-2-25	12/03/2024	SANITATION OPT OUT - 560 THOMPSON ST		62.00
Check	12/16/2024	206285	Accounts Payable CRAWFORD INVESTMENTS LLC		62.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.14-1-19	12/03/2024	SANITATION OPT OUT - 434 PINE ST		62.00
Check	12/16/2024	206286	Accounts Payable ELMIRA CIVIL WAR PRISON CAMP		1,500.00
	Invoice	Date	Description	Check Sort Code	Amount

	24-340	12/03/2024	CHEMUNG COUNTY GRANT		1,500.00
Check	12/16/2024	206287	Accounts Payable	FRIENDS OF WOODLAWN	1,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	24-340	12/03/2024	CHEMUNG COUNTY GRANT		1,500.00
Check	12/16/2024	206288	Accounts Payable	HELEN RAMOS-SALAZAR	275.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.15-5-17	12/03/2024	SANITATION OPT OUT - 614 LEWIS STREET		275.00
Check	12/16/2024	206289	Accounts Payable	HYDERI, LLC	428.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#89.17-3-16	12/03/2024	SANITATION OPT OUT - 703-705 W THIRD ST		428.00
Check	12/16/2024	206290	Accounts Payable	HYDERI, LLC	428.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.05-4-21	12/03/2024	SANITATION OPT OUT - 721 W WATER ST		428.00
Check	12/16/2024	206291	Accounts Payable	JOHN JONES MUSEUM	1,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	24-340	12/03/2024	COUNTY RESOLUTION		1,500.00
Check	12/16/2024	206292	Accounts Payable	JOSH PALMER FUND	2,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	24-340	12/03/2024	CHEMUNG COUNTY GRANT		2,000.00
Check	12/16/2024	206293	Accounts Payable	MAN 2 MAN FORUM INC	1,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	24-340	12/03/2024	CHEMUNG COUNTY GRANT		1,500.00
Check	12/16/2024	206294	Accounts Payable	MURPHYLAKESBY LLC	124.00
	Invoice	Date	Description	Check Sort Code	Amount
	TYM#99.08-4-66	12/03/2024	SANITATION OPT OUT - 410 MAPLE AVENUE		124.00
Check	12/16/2024	206295	Accounts Payable	MURPHYLAKESBY LLC	62.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#79.13-2-25	12/03/2024	SANITATION OPT OUT - 212 CRETE AVENUE		62.00
Check	12/16/2024	206296	Accounts Payable	MURPHYLAKESBY LLC	62.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.15-3-83	12/03/2024	SANITATION OPT OUT-462 CYPRESS		62.00
Check	12/16/2024	206297	Accounts Payable	NYS ANIMAL PROTECTION FEDERATION	100.00
	Invoice	Date	Description	Check Sort Code	Amount
	CITY OF ELMIRA	12/03/2024	2025 MEMBERSHIP DUES		100.00
Check	12/16/2024	206298	Accounts Payable	STRATEGIC CUSTOM DESIGNS	275.00
	Invoice	Date	Description	Check Sort Code	Amount
	243	12/03/2024	CUSTOM BANNER		275.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 99		\$779,061.03
Checks: 99			\$779,061.03		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 12/16/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	12/16/2024	1049450	Accounts Payable	ELMIRA ROAD MATERIALS, LLC		162,594.97
	Invoice		Date	Description	Check Sort Code	Amount
	30028		11/06/2024	HOT MIX ASPHALT Type 6 RFB-315 College Ave		162,594.97
Check	12/16/2024	1049451	Accounts Payable	FOOR & ASSOCIATES		14,535.00
	Invoice		Date	Description	Check Sort Code	Amount
	4062		11/01/2024	ENGINEERING SERVICES/ELEVATOR REPAIRS		14,535.00
Check	12/16/2024	1049452	Accounts Payable	I. D. BOOTH, INC.		646.65
	Invoice		Date	Description	Check Sort Code	Amount
	50842, 49898,		12/05/2024	41829		646.65
CAP CHECK CAPITAL CHECKING Totals:				Transactions: 3		\$177,776.62
Checks:		3			\$177,776.62	

HAND CHECKS DETAILS

\$15,540.44

CAPITAL HAND CHECKS DETAIL

\$163,579.70

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 12/05/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	12/05/2024	206196	Accounts Payable	DAVID MILLER		376.00
	Invoice		Date	Description	Check Sort Code	Amount
	TRAINING 12/2-6	12/05/2024		MEALS PER DIEM		376.00
Check	12/05/2024	206197	Accounts Payable	ELMIRA WATER BOARD		0.30
	Invoice		Date	Description	Check Sort Code	Amount
	BOND PAYMENT	12/05/2024		SENT \$580, BOND PAYMENT WAS \$578.70		0.30
Check	12/05/2024	206198	Accounts Payable	ROBERT TROPEANO		376.00
	Invoice		Date	Description	Check Sort Code	Amount
	TRAINING 12/2-6	12/05/2024		MEALS PER DIEM		376.00
Check	12/05/2024	206199	Accounts Payable	SOUTHERN TIER BLDG. OFFICIALS ASSN.		45.00
	Invoice		Date	Description	Check Sort Code	Amount
	RUHMEL	12/05/2024		CITY OF ELMIRA ACCT		45.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 4		\$797.30
Checks:		4		\$797.30		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/04/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	12/04/2024	206194	Accounts Payable	JAMES J TURCSIK, JR.		1,581.90
	Invoice		Date	Description	Check Sort Code	Amount
		11/16-11/30/24	12/04/2024	Commission Check		1,581.90
Check	12/04/2024	206195	Accounts Payable	SAFETY KLEEN		289.88
	Invoice		Date	Description	Check Sort Code	Amount
		94487223	05/30/2024	Misc. Services		289.88
GENERAL FUND GENERAL FUND Totals:				Transactions: 2		\$1,871.78
Checks:		2		\$1,871.78		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 11/27/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	11/27/2024	206193	Accounts Payable	WILLIAM PENN LIFE INSURANCE		400.76
	Invoice	Date	Description	Check Sort Code		Amount
	*0000660506	11/27/2024	policy 0000660506			400.76
GENERAL FUND GENERAL FUND Totals:				Transactions: 1		\$400.76
Checks:		1	\$400.76			

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 12/06/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	12/06/2024	206299	Accounts Payable	DLEEM PROPERTIES LLC		3,050.00
	Invoice		Date	Description	Check Sort Code	Amount
		VICTIM SERVICES	12/06/2024	SECURITY DEPOSIT AND FIRST MONTHS RENT		3,050.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 1		\$3,050.00
Checks:		1	\$3,050.00			

ACH PAYMENTS**A Fund**

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 11/23/2024 - 12/06/2024

12/2/2024 GHI DENTAL	\$	3,209.40
12/2/2024 GHI DENTAL	\$	2,895.20
12/5/2024 GHI DENTAL	\$	<u>2,996.00</u>
	\$	9,100.60

TA Fund

NYS 529 COLLEGE SAVINGS PROGRAM FOR THE TWO WEEK PERIOD 11/23/2024 - 12/06/2024

12/5/2024 C. Osiecki	\$	<u>320.00</u>
	\$	320.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 12/05/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	12/05/2024	1049449	Accounts Payable	SIMMONS ROCKWELL		163,579.70
	Invoice		Date	Description	Check Sort Code	Amount
	88299		12/02/2024	Two F350 Pickups w/ dump body and western plow		81,789.85
	88300		12/02/2024	Two F350 Pickups w/ dump body and western plow		81,789.85
CAP CHECK CAPITAL CHECKING Totals:				Transactions: 1		\$163,579.70
Checks:		1	\$163,579.70			

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2024-417

Sponsor: Mayor Mandell

ATTACHMENTS

[Adjournment December 16.docx](#)

December 16, 2024

RESOLUTION

NO. 2024 – ____

By: _____

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

RESOLVED, that this meeting is adjourned on completion of the Executive Session.

ADOPTED BY THE FOLLOWING VOTE

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