

APPROVAL OF MINUTES

2023-339

Mayor Mandell

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, October 23, 2023.

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 #1 of 2023 amending Section 214 of the City Charter to provide payment of compensation to each of the City's Cemetery Commissioners.

RESOLUTIONS

2023-340

Joseph Duffy

Receive communication from the City Manager and act on resolution retaining the firm of Precision Trenchless, LLC to perform inspection services and recommendations on permanent repairs to the City's interceptor sewer and various levee penetrations (flood control conduits) at a cost to the City of \$104,966.00.

2023-341

Mayor Mandell

Act on resolution for a first reading of proposed Local Law #2 of 2023 to override the tax levy limit established in General Municipal Law Section 3-c.

2023-342

Joseph Duffy

Act on resolution scheduling a public hearing on November 20, 2023 at 5:30 p.m. to receive public comments on proposed Local Law #2 of 2023 to override the tax levy limit established in General Municipal Law Section 3-c.

2023-343

Nan Moss

Receive communication from the City Manager and act on resolution approving payment of a stipend to the City's Domestic Violence Coordinator in the amount of \$8,007.59

for the 2024 calendar year and authorizing the Mayor to sign any documents to effect the State Office of Victim Services' subsidy payment to the City.

ORDINANCE

2023-344

Mayor Mandell

Act on Ordinance amending the Official Map of Streets of the City of Elmira closing, discontinuing, and abandoning a portion of Howard Street as shown on the attached map.

AGREEMENTS

2023-345

Joseph Duffy

Receive communication from the City Manager and act on resolution authorizing the Mayor to enter into agreements with multiple low bidders meeting all bid specifications for groundskeeping products for the Mark Twain Golf Course for the calendar year 2024 listed on the attached bid summary sheet.

2023-346

Joseph Duffy

Receive communication from the City Manager and act on resolution approving a 4-year agreement between the City and West Hill Fire District #3 for fire protection and other emergency services for the annual lump sum payment to the City of \$27,013.00, as outlined in the attached agreement, and authorizing the Mayor to execute the agreement commencing January 1, 2024 and expiring December 31, 2027; said agreement subject to Corporation Counsel approval.

2023-347

Mayor Mandell

Act on resolution authorizing the Mayor to execute a License/Security Agreement pertaining to the second-floor apartment at the Mark Twain Golf Course granting permission to Dan Gosnell to reside in the apartment for a monthly rental fee of \$500.00 per month paid to the City and to render security services at the golf course as requested by the golf course manager; said Agreement commences November 1, 2023 and is subject to Corporation Counsel approval.

2023-348

Nan Moss

Act on resolution approving a Memorandum of Agreement (MOA) between the County and City regarding the City's participation in the County's Employee Health Benefit Project effective January 1, 2024, a copy of which is attached hereto and made as part

hereof, and authorizing the Mayor to execute the MOA;
said MOA subject to Corporation Counsel approval.

2023-349
Mayor Mandell

Receive communication from the City Manager and act on resolution approving a new contract between the City and Golf Professional James J. Turcsik, Jr. for a four-year contract effective March 1, 2024 through December 15, 2027, a copy the proposed contract is attached hereto and made a part hereof, and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval

2023-350
Mayor Mandell

Act on resolution authorizing the Mayor to execute a Payment in Lieu of Taxes agreement (PILOT), a copy of which is attached hereto and made a part hereof, to support the construction of a new three-story, 58-unit building project located at 182 Washington Avenue by a housing development fund company; said PILOT subject to Corporation Counsel approval.

AUDITS

2023-351
Corey Cooke

Act on Community Development - Downtown Revitalization Initiative Audit.

2023-352
Mayor Mandell

Act on Community Development - Anti Displacement Learning Network Audit.

2023-353
Corey Cooke

Act on Community Development - Lead Hazard Reduction Grant Audit.

2023-354
Joseph Duffy

Act on Community Development Block Grant Program Audit.

2023-355
Nan Moss

Act on American Rescue Plan Broadband Audit.

2023-356
Corey Cooke

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

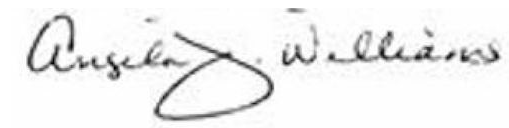
ADJOURN

2023-357

Act on resolution to adjourn.

Nan Moss

Respectfully Submitted,

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

Angela J. Williams
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, October 23, 2023.
Resolution Number:	2023-339
Sponsor:	Mayor Mandell

ATTACHMENTS

[Beginning Nov 6.docx](#)

November 6, 2023

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 6th day of November, 2023.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2023- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held October 23, 2023, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

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

Elmira City Council

Agenda Summary:

PUBLIC HEARING for the purpose of receiving comments from the public regarding proposed Local Law #1 of 2023 amending Section 214 of the City Charter to provide payment of compensation to each of the City's Cemetery Commissioners.

Resolution Number:**Sponsor:****ATTACHMENTS**

[resolution PH LL#1 of 2023 - cemetery commissioners compensation 11.6.2023.doc](#)

November 6, 2023

PUBLIC HEARING

PUBLIC HEARING held this 6th day of November, 2023 for the purpose of receiving comments from the public regarding proposed “Local Law No. 1 of 2023 of the City of Elmira, New York, to Amend Section 214 of the City Charter to Provide for the Payment of Compensation to each of the City’s Cemetery Commissioners”.

APPEARANCES: OPEN:

In Favor Of:

Opposed:

Closed:

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution retaining the firm of Precision Trenchless, LLC to perform inspection services and recommendations on permanent repairs to the City's interceptor sewer and various levee penetrations (flood control conduits) at a cost to the City of \$104,966.00.

Resolution Number: 2023-340

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution Precision Trenchless LLC Agmt DEC Phase 1 piping inspection 11.6.2023.doc](#)

November 6, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The New York State Department of Environmental Conservation (NYSDEC) is requiring the City to retain an inspection contractor to inspect and provide recommendations for permanent repairs to the City's interceptor sewer along East and West Water Streets and various levee penetrations (flood control conduits) along the US Army Corp of Engineers Flood Control Project. Requests for qualifications were solicited in May 2023. Andy Avery, the City's Director of Public Services, is recommending that the City retain Precision Trenchless, LLC to perform the inspections and provide recommendations for permanent repairs at a cost to the City of \$104,966.00. The project is funded by American Rescue Plan Funds.

The following resolution authorizes the retention of Precision Trenchless, LLC.

Respectfully yours,

P. Michael Collins
City Manager

November 6, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City retaining Precision Trenchless, LLC, to perform inspections and provide recommendations for permanent repairs to the City's interceptor sewer along East and West Water Streets and various levee penetrations, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby retain the firm of Precision Trenchless, LLC, to perform the inspection and provide recommendations for the permanent repairs to the City's interceptor sewer along East and West Water Streets and various levee penetrations at a cost to the City of \$104,966.00, and be it further

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

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary: Act on resolution for a first reading of proposed Local Law #2 of 2023 to override the tax levy limit established in General Municipal Law Section 3-c.

Resolution Number: 2023-341

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution LL#2 of 2023 - property tax cap first reading 11.6.2023.doc](#)

November 6, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

Council as a whole presented the following proposed Local Law No. 2 of 2023, entitled "**A LOCAL LAW of the City of Elmira, New York, To Override the Tax Levy Limit Established in General Municipal Law Section 3-c**", for a first reading at this meeting of the City Council on Monday, November 6, 2023.

LOCAL LAW NO. 2 OF 2023
A LOCAL LAW OF THE CITY OF ELMIRA, NEW YORK,
TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED
IN GENERAL MUNICIPAL LAW SECTION 3-c.

BE IT ENACTED by the Council of the City of Elmira, New York, as follows:

Section 1. Legislative Intent.

It is the intent of this local law to allow the City of Elmira to adopt a budget for the fiscal year commencing January 1, 2024 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law section 3-c.

Section 2. Authority.

This local law is adopted pursuant to subdivision 5 of General Municipal Law section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Levy Limit Override.

The City Council of the City of Elmira, New York, County of Chemung is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2024 that requires

a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law section 3-c.

Section 4. Severability.

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective Date. This local law shall take effect immediately upon filing with the Secretary of State.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary: Act on resolution scheduling a public hearing on November 20, 2023 at 5:30 p.m. to receive public comments on proposed Local Law #2 of 2023 to override the tax levy limit established in General Municipal Law Section 3-c.

Resolution Number: 2023-342

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution Sch PH LL#2 of 2023 tax cap 11.6.2023.doc](#)

November 6, 2023

RESOLUTION
NO. 2023 – _____

By Councilmember _____:

RESOLVED, that the proposed ***Local Law No. 2 of 2023, “A Local Law of the City of Elmira, New York, to Override the Tax Levy Limit Established in General Municipal Law Section 3-c”***, be received and ordered printed in the minutes; and be it further

RESOLVED, that a public hearing be held on said local law before this Council on Monday, November 20, 2023 in the 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 Cooke	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution approving payment of a stipend to the City's Domestic Violence Coordinator in the amount of \$8,007.59 for the 2024 calendar year and authorizing the Mayor to sign any documents to effect the State Office of Victim Services' subsidy payment to the City.

Resolution Number: 2023-343

Sponsor: Nan Moss

ATTACHMENTS

[resolution victim services coordinator stipend 2024 11.6.2023.doc](#)

November 6, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Lori Waters is the City's Domestic Violence Coordinator. In accordance with the City's Collective Bargaining Agreement with the Civil Service Employees Association for the calendar year 2024, she will receive a base salary of \$68,919.38. In addition to her base salary, she will also receive a stipend of \$8,007.59, which results in total earnings for calendar year 2024 of \$76,926.97. The State of New York pays the City a subsidy which covers Mrs. Waters' total earnings for 2024.

The following resolution authorizes the payment of the stipend to Mrs. Waters for calendar year 2024.

Respectfully yours,

P. Michael Collins
City Manager

November 6, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the payment of a stipend to Lori Waters, the City's Domestic Violence Coordinator, for calendar year 2024, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve payment of a stipend to Lori Waters in the amount of \$8,007.59 for the 2024 calendar year; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign any documents to effect the State Office of Victim Services' subsidy payment to the City.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary:	Act on Ordinance amending the Official Map of Streets of the City of Elmira closing, discontinuing, and abandoning a portion of Howard Street as shown on the attached map.
Resolution Number:	2023-344
Sponsor:	Mayor Mandell

ATTACHMENTS

[ord amend official map closing porton of howard street 11.6.2023.doc](#)
[map proposed closing portion of howard street.pdf](#)

November 6, 2023

ORDINANCE
NO. 2023 - _____

By Councilmember _____:

BE IT ORDAINED by the Council of the City of Elmira duly convened in regular session this November 6, 2023 that the Official Map of Streets of the City of Elmira be amended as follows:

Section 1. A public hearing having been held on October 23, 2023 to consider the closing of a portion of Howard Street from its intersection with Home Street southerly to Zeiser Wilbert Vault, Inc.'s property as shown on the attached map and the City Planning Commission having concurred with the proposed closing subject to the City obtaining the consent of two-thirds (2/3) of the abutting owner; and said written consent having been received, it is hereby determined that portion of Howard Street as shown on the attached map is hereby closed, discontinued, and abandoned as City right-of-way.

Section 2. This ordinance shall take effect immediately after adoption and publication.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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



**PROPOSED CLOSING OF
HOWARD STREET**



Proposed Street Closing



City of Elmira Parcel



Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to enter into agreements with multiple low bidders meeting all bid specifications for groundskeeping products for the Mark Twain Golf Course for the calendar year 2024 listed on the attached bid summary sheet.

Resolution Number: 2023-345

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution MTGC groundskeeping bid awards 2024 11.6.2023.docx](#)
[MTGC bid summary 2024 11.6.2023.pdf](#)

November 6, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Bids were opened on October 17, 2023 for the supply of groundskeeping products for the Mark Twain Golf Course for the 2024 calendar year. The results are listed on the attached bid summary sheet.

The bids submitted have been reviewed by the Purchasing Department, the Department of Public Services, the Superintendent of the Mark Twain Golf Course, and the Law Department. It is recommended that the bids for the following items be awarded as follows:

<u>Product</u>	<u>Lowest Responsible Bidder meeting bid specifications</u>
First Phyte	First Turf & Ornamental
First Micros	First Turf & Ornamental
First Cal	First Turf & Ornamental
First Amino	First Turf & Ornamental
First Mag	First Turf & Ornamental
Match Point	First Turf & Ornamental
Triple Crown	First Turf & Ornamental
Carbaryl	First Turf & Ornamental

Imidacloprid	First Turf & Ornamental
Affirm	First Turf & Ornamental
Verde Cal G Greens Grade	First Turf & Ornamental
Oars PS	First Turf & Ornamental
Excalibur	First Turf & Ornamental
Aqua Aid PBS 150	First Turf & Ornamental
Dimension 2EW	First Turf & Ornamental
Chlorothalonil	Andre & Son, Inc.
Daconil Action	Andre & Son, Inc.
Secure Action	Andre & Son, Inc.
Medallion SC	Andre & Son, Inc.
Posterity	Andre & Son, Inc.
Instrata	Andre & Son, Inc.
Posterity XT	Andre & Son, Inc.

Trimex Bentgrass Formula	Andre & Son, Inc.
Uflexx	Andre & Son, Inc.
Acclepryn	Andre & Son, Inc.
Scimitar	Andre & Son, Inc.
26GT	Andre & Son, Inc.
Triplet	Andre & Son, Inc.
Triclyr	Andre & Son, Inc.
Primo Maxx	Andre & Son, Inc.
Proxy	Metro Turf Specialists
Interface (agency)	Metro Turf Specialists
Tartan (agency)	Metro Turf Specialists
Mirage	Metro Turf Specialists
Densicor	Metro Turf Specialists
Exteris	Metro Turf Specialists

Legacy

Metro Turf Specialists

Xzemplar

Harrell's, LLC

Ference

Harrell's, LLC

Briskway

Harrell's, LLC

Bifenthrin

Nutrien Ag Solutions

Foamer

SiteOne Landscape Supply

Defoamer

SiteOne Landscape Supply

Quicksilver

SiteOne Landscaping Supply

Respectfully submitted,

P. Michael Collins
City Manager

November 6, 2023

RESOLUTION
No. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager reporting the results of the bid openings for supplying groundskeeping products for the Mark Twain Golf Course, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized and directed to enter into agreements with First Turf & Ornamental, 3349 Monroe Ave, Suite 290, Rochester, NY 14618; Andre & Son, Inc., 17150 S.R. 706, Montrose, PA 18801; SiteOne Landscape Supply, 1385 E. 86th St, Cleveland, OH 44114; Harrell's LLC, 5105 New Tampa Hgwy, Lakeland, FL 33815; Metro Turf Specialists, 81 Commerce Dr, Brookfield, CT 06804 and Nutrien Ag Solutions, 3560 Hindsburg Rd, Fancher, NY 14452, the low bidders meeting all bid specifications for the groundskeeping products for the Mark Twain Golf Course for the calendar year 2024 listed on the attached bid summary sheet.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT
RFB-301 Grounds Keeping Products for Mark Twain Golf Course for 2024

Bid Opening: October 17, 2023

Bidders		Metro Turf Specialists		First Turf & Ornamental		Andre & Son Inc		Harrells *		Joe Hartman Sales		Site One Landscaping	
Surrey		CK \$50		CK \$50		CK \$50		CK \$50		CK \$50		Bid Bond	
Item #	Product Description	Est Qty	UOM	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
FUNGICIDES													
1	Interface (agency)	3	2.5 gal	\$561.00	\$1,683.00	nb	nb	\$561.00	\$1,683.00	\$561.00	\$1,683.00	\$561.00	\$1,683.00
2	Tartan (agency)	4	2.5 gal	\$1,033.00	\$4,132.00	nb	nb	\$1,033.00	\$4,132.00	\$1,033.00	\$4,132.00	\$1,033.00	\$4,132.00
3	Mirage	6	2.5 gal	\$487.20	\$2,923.20	nb	nb	\$487.20	\$2,923.20	\$487.20	\$2,923.20	\$487.20	\$2,923.20
4	Daconil Action (agency)	4	2.5 gal	nb	nb	nb	nb	\$265.00	\$1,060.00	\$265.00	\$1,060.00	\$265.00	\$1,060.00
5	Secure Action (agency)	4	2.5 gal	nb	nb	nb	nb	\$1,742.50	\$6,970.00	\$1,735.00	\$6,940.00	\$1,742.50	\$6,970.00
6	Medallion SC	2	1 gal	nb	nb	nb	nb	\$685.00	\$1,370.00	\$685.00	\$1,370.00	\$685.00	\$1,370.00
7	Chlorothalonil	4	2.5 gal	nb	nb	\$80.00	\$320.00	\$55.00	\$220.00	\$152.78	\$611.12	\$77.50	\$310.00
8	Densicor	2	51 oz	\$725.00	\$1,450.00	nb	nb	\$725.00	\$1,450.00	\$725.00	\$1,450.00	\$725.00	\$1,450.00
9	26GT	4	2.5 gal	\$575.00	\$2,300.00	nb	nb	\$550.00	\$2,200.00	\$681.00	\$2,724.00	\$600.00	\$2,400.00
10	Xenoplax	2	114 oz	nb	nb	nb	nb	\$1,725.96	\$3,451.92	\$1,725.96	\$3,451.92	\$1,725.96	\$3,451.92
11	Briskway	1	1 gal	nb	nb	nb	nb	\$1,457.00	\$1,457.00	\$1,457.00	\$1,457.00	\$1,457.00	\$1,457.00
12	Exerts	2	2.5 gal	\$358.25	\$716.00	nb	nb	\$358.25	\$716.50	\$358.25	\$716.50	\$358.25	\$716.50
13	Affirm	9	2.4 lbs	\$265.92	\$2,393.28	\$265.92	\$2,393.28	\$265.92	\$2,393.28	\$265.92	\$2,393.28	\$265.92	\$2,393.28
14	Posterity	2	105 oz	nb	nb	nb	nb	\$1,704.00	\$3,408.00	\$1,704.00	\$3,408.00	\$1,704.00	\$3,408.00
15	Instrata	4	2.5 gal	nb	nb	nb	nb	\$470.00	\$1,880.00	\$470.00	\$1,880.00	\$470.00	\$1,880.00
16	Posterity XT	1	2.5 gal	nb	nb	nb	nb	\$640.00	\$640.00	\$640.00	\$640.00	\$640.00	\$640.00
INSECTICIDES													
1	Ference (agency)	1.0	96 oz	nb	nb	nb	nb	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00
2	Triple Crown	2	1 gal	\$338.00	\$676.00	\$338.00	\$676.00	\$338.00	\$676.00	\$338.00	\$676.00	\$338.00	\$676.00
3	Imidacloprid	5	1 gal	\$79.75	\$398.75	\$46.65	\$233.25	\$54.00	\$270.00	\$81.00	\$405.00	\$52.50	\$262.50
4	Bifenethrin	5	1 gal	\$46.25	\$231.25	\$44.41	\$222.05	\$39.60	\$198.00	\$59.95	\$299.75	\$29.90	\$149.50
5	Scimitar	9	1 qt	nb	nb	nb	nb	\$177.80	\$1,555.20	\$211.00	\$1,899.00	\$160.00	\$1,440.00
6	Carbaryl	2	2.5 gal	nb	nb	\$181.56	\$363.12	\$385.00	\$770.00	nb	nb	\$191.00	\$382.00
7	Matchpoint	1	64 oz jug	\$852.80	\$852.80	\$852.80	\$852.80	\$852.80	\$852.80	\$852.80	\$852.80	\$852.80	\$852.80
8	Acetepyn	2	64 oz jug	nb	nb	nb	nb	\$1,137.50	\$2,275.00	\$1,137.50	\$2,275.00	\$1,137.50	\$2,275.00
HERBICIDES													
1	Quicksilver	4	8 oz	\$235.00	\$940.00	\$209.41	\$837.64	\$135.00	\$540.00	\$234.00	\$936.00	\$190.00	\$760.00
												\$121.99	\$487.96

Bidders															
Metro Turf Specialists		First Turf & Ornamental		Andre & Son Inc		Harrells *		Joe Hartman Sales		Site One Landscaping					
1	Trimex Bentgrass Formula (no generic bids)	8	2.5 gal	nb	nb	\$160.91	\$1,287.28	\$132.00	\$1,056.00	\$156.50	\$1,252.00	\$147.50	\$1,180.00	\$148.19	\$1,185.52
2	Dimension 2EW (no generic bids)	5	2.5 gal	\$613.00	\$3,065.00	\$613.00	\$3,065.00	\$613.00	\$3,065.00	\$613.00	\$3,065.00	\$613.00	\$3,065.00	\$613.00	\$3,065.00
3	Triplet	10	2.5 gal	nb	nb	\$94.83	\$945.30	\$52.50 (Triad)	\$98.00	\$980.00	\$60.00	\$600.00	\$63.91	\$639.10	\$639.10
4	Triclyr	2	1 gal jug	nb	nb	\$85.15	\$170.30	\$73.00	\$146.00	nb	nb	nb	nb	\$79.30	\$158.60
GROWTH REGULATORS															
1	Proxy (no generic bids)	5.0	2.5 gal	\$125.50	\$627.50	nb	nb	nb	nb	\$145.00	\$725.00	\$142.75	\$713.75	\$150.39	\$751.95
2	Primo MAXX (no generic formula accepted)	13	1 gal	nb	nb	nb	nb	\$317.00	\$4,121.00	\$317.00	\$4,121.00	\$317.00	\$4,121.00	\$317.00	\$4,121.00
3	Legacy	2	2.5 gal	\$1,253.80	\$2,507.60	\$1,285.00	\$2,570.00	\$1,253.80	\$2,507.60	\$1,285.00	\$2,570.00	\$1,285.00	\$2,570.00	\$1,285.00	\$2,570.00
FERTILIZERS															
1	Uflex 46-0-0 (no other brand accepted)	80 bags	50 lb bag	nb	nb	nb	nb	\$32.90	\$2,632.00	\$46.65	\$3,732.00	nb	nb	nb	nb
2	Iron Sulfate	3 bags	50 lb bag	nb	nb	nb	nb	nb	nb	nb	nb	nb	nb	nb	nb
3	Verde Cal G Greens Grade	35 bags	50 lb bag	nb	nb	\$26.90	\$941.50	\$16.90	Turfkey Gypsum Plus 591.50	nb	nb	nb	nb	nb	nb
4	First Phyte (0-0-29)	14	2.5 gal jugs	nb	nb	\$113.93	\$1,595.02	nb	nb	nb	nb	\$70.25	\$983.50	\$102.33	Brandt Liqui PH10-0-25 \$1432.62
5	First Micros	7	2.5 gal jugs	nb	nb	\$54.40	\$380.80	nb	nb	nb	nb	nb	nb	\$34.17	Lesco Shelled MicroMix \$239.19
6	First Cal	6	2.5 gal jugs	nb	nb	\$40.00	\$240.00	nb	nb	nb	nb	nb	nb	nb	nb
7	First Amino (6-2-3)	14	2.5 gal jugs	nb	nb	\$104.63	\$1,464.82	nb	nb	nb	nb	nb	nb	nb	nb
8	First Mag	7	2.5 gal jugs	nb	nb	\$72.78	\$509.46	nb	nb	nb	nb	nb	nb	nb	nb
WETTING AGENTS															
1	Ours PS	6	2.5 gal jugs	nb	nb	\$269.50	\$1,617.00	\$269.50	\$1,617.00	nb	nb	nb	nb	nb	nb
2	Excalbur	5	2.5 gal	nb	nb	\$367.50	\$1,837.50	\$367.50	\$1,837.50	nb	nb	nb	nb	nb	nb
3	Aqua Aid PBS 150	32	2.5 gal jugs	nb	nb	\$272.50	\$8,720.00	\$272.50	\$8,720.00	nb	nb	nb	nb	nb	nb
MISCELLANEOUS															
1	Foamer	2	1 gal	nb	nb	\$53.50	\$107.00	\$68.00	\$136.00	nb	nb	\$40.00	\$80.00	\$35.00	Lesco \$70.00
2	Defoamer	16	1 qt	nb	nb	\$16.25	\$260.00	\$14.20	\$227.20	\$24.91	\$398.56	\$70.00	\$320.00	\$11.48	Brandt \$183.68

* missing signature w/ notary

* = Does not meet specifications

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a 4-year agreement between the City and West Hill Fire District #3 for fire protection and other emergency services for the annual lump sum payment to the City of \$27,013.00, as outlined in the attached agreement, and authorizing the Mayor to execute the agreement commencing January 1, 2024 and expiring December 31, 2027; said agreement subject to Corporation Counsel approval.
Resolution Number:	2023-346
Sponsor:	Joseph Duffy

ATTACHMENTS

[resolution west hill district 3 fire protection agmt 4-yrs 2024-2027 11.6.2023.doc](#)
[fire protection agmt 2024-2027.pdf](#)

November 6, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2018-298, the City of Elmira entered into a Fire Protection Agreement with West Hill Fire District #3 (“District”) whereby the City provided fire protection and other emergency service to a portion of the District. That Agreement will terminate on December 31, 2023, and the District has expressed its desire to enter into another Agreement with the City for fire protection and other emergency shared services.

The Fire Chief is recommending a four-year agreement in which the City would continue the fire protection and other emergency services to the West Hill Fire District #3. The following resolution authorizes the Mayor to execute the four-year Agreement.

Respectfully yours,

P. Michael Collins
City Manager

November 6, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding a new four-year Fire Protection Agreement with West Hill Fire District #3, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the four-year Agreement of fire protection and other emergency services to a portion of the West Hill Fire District #3 in consideration for the annual lump sum payment to the City in the amount of \$27,013.00 to be made on or before the 1st day of March of each year during the term of the Agreement, as outlined in the attached agreement, and the City Council further authorizes the Mayor to execute the Fire Protection Agreement, which Agreement shall commence January 1, 2024 and terminate on December 31, 2027; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

FIRE PROTECTION AGREEMENT

THIS AGREEMENT made this 1st day of January, 2024 , by and between

WEST HILL FIRE DISTRICT #3 of the County of
Chemung and State of New York ("West Hill")

and

CITY OF ELMIRA, NEW YORK, a municipal
corporation with its main offices at 317 East Church
Street, Elmira, New York ("City")

WITNESSETH:

WHEREAS, West Hill is a duly established fire district formed for the purpose of providing fire protection and other emergency service to the residents of West Hill Fire District #3; and

WHEREAS, the City has a duly established fire department providing fire protection and other emergency service to the residents of the City; and

WHEREAS, West Hill desires to provide fire protection and other emergency service to the residents of a portion of its district by contracting with the City to furnish such services; and

WHEREAS, the City is willing to furnish such fire protection and other emergency services to the residents of such portion of West Hill as herein described pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises, agreements, and covenants made herein by each party to the other, the parties agree as follows:

1. The City, at all times during the period of this Agreement, shall provide all

necessary fire protection and other emergency service in case of accidents, calamities, or other emergencies in connection with which the service of firemen would be required, including answering, responding to, and attending all fire and other emergency calls, to that portion of West Hill as herein described.

2. Such fire protection and other emergency service to be furnished by the City to West Hill shall be for the streets, roads, and areas of West Hill as designated at Schedule A attached.

3. This Agreement shall be for a term commencing on the 1st day of January, 2024 and end on December 31, 2027 (Term).

4. In consideration for furnishing such fire protection and other emergency service, West Hill shall pay to the City in one lump sum on or before the 1st day of March of each year during the Term as follows:

<u>Year</u>	<u>Amount</u>
2024 -	\$27,013.00
2025 -	\$27,013.00
2026 -	\$27,013.00
2027 -	\$27,013.00

5. The term "fire protection" as used in this Agreement includes inspections of buildings and properties in that portion of West Hill covered by this Agreement for the purposes specified in and as authorized by section 807-a of the Education Law, section 303, subdivision 4 of the Multiple Residence Law, and section 189 of the Town Law, as the same may apply.

6. The City represents that it maintains adequate and suitable fire

apparatus, appliances, equipment, and personnel for the furnishing of fire protection and other emergency service to West Hill as required by this Agreement.

7. The City represents that in providing fire protection and other emergency service to West Hill pursuant to the terms of this Agreement, it will comply with all applicable federal, state and local laws, rules and regulations governing such services, including such applicable rules and regulations of the Occupational Safety and Health Administration and the New York State Department of Labor, as well as the general guidelines of the National Fire Protection Association.

8. The City shall maintain property damage and public liability insurance on its fire vehicles and equipment to be used for the purpose of this Agreement in an amount of at least one million dollars per occurrence and four million dollars in the aggregate, name West Hill as an additional named insured thereon, and provide a written copy of the policy to West Hill.

9. The City shall be solely responsible for any loss or damage to, or expenses incurred in the operation of fire apparatus or other equipment while providing fire protection or other emergency service under the terms of this Agreement.

10. The City shall be solely responsible for the negligence of City fire personnel occurring in the performance of their duties while providing fire protection or other emergency service under the terms of this Agreement.

11. The City shall submit a written report to West Hill at least every six months, which report shall itemize the number of fire and/or other emergency calls it

responded to in that portion of West Hill covered by this Agreement from the time of the last report, the nature of each such call, the response time, whether mutual assistance responded to such calls, and any other information with respect to such calls that it is believed should be brought to the attention of West Hill.

12. The City shall hold harmless and indemnify West Hill from all losses, claims, liabilities, damages and expenses for any errors or omissions made by the City in fulfilling its obligations under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and year first above mentioned.

WEST HILL FIRE DISTRICT #3

By

JAMES KNAPP

CITY OF ELMIRA, NEW YORK

By

DANIEL J. MANDELL, JR.
MAYOR

RESOLUTION No. 2023 - _____

[illegible]

On the 17th day of October in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared _____
James Knapp, Chairman, West Hill Fire District #3, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

John R McKeown
Notary Public

JOHN R. McGLENN
Notary Public, State of New York
Chemung County No. 52MC4507010
Commission Expires Aug. 31, 20 25

[illegible]

On the _____ day of _____ in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared _____ DANIEL J. MANDELL, JR., Mayor of the City of Elmira, NY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Agenda Summary:

Act on resolution authorizing the Mayor to execute a License/Security Agreement pertaining to the second-floor apartment at the Mark Twain Golf Course granting permission to Dan Gosnell to reside in the apartment for a monthly rental fee of \$500.00 per month paid to the City and to render security services at the golf course as requested by the golf course manager; said Agreement commences November 1, 2023 and is subject to Corporation Counsel approval.

Resolution Number:

2023-347

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution license-security agmt MTGC apartment gosnell 11.6.2023.docx](#)
[MTGC Apartment Rental to dan gosnell 11.2023.docx](#)

November 6, 2023

RESOLUTION
NO. 2023-_____

By Councilmember _____:

WHEREAS, the City of Elmira is the owner of a municipal golf course known as the Mark Twain Golf Course, located in the Town of Horseheads, Chemung County, New York; and

WHEREAS, located above the main club house building at the golf course is an apartment; and

WHEREAS, the City Manager has recommended that the apartment be occupied as a means of providing continuous security services, especially when the course is closed; and

WHEREAS, the City Manager has further recommended that the City enter into a License/Security Agreement with Daniel Gosnell whereby Mr. Gosnell shall be granted permission to reside in the apartment in consideration for paying to the City a sum of Five Hundred and No/100 Dollars (\$500.00) per month and the rendering of security services at the golf course as requested by the golf course manager;

NOW, THEREFORE, be it

RESOLVED, that the Mayor be and is hereby authorized to execute a License/Security Agreement pertaining to the second-floor apartment at the Mark Twain Golf Course between the City and Daniel Gosnell, said agreement to provide for payment of the consideration set forth above, said Agreement to commence November 1, 2023; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

LICENSE/SECURITY AGREEMENT

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

CITY OF ELMIRA, a municipal corporation with offices located at 317 East Church Street, Elmira, NY hereinafter called "City"

and

DANIEL GOSNELL, residing at the 2275 Corning Road, Elmira, NY 14903, hereinafter called "Gosnell";

NOW, THEREFORE, in consideration of the mutual promises set forth hereinafter, the parties agree as follows:

1. USE.

The City hereby agrees to permit and hereby gives to Gosnell, and Gosnell agrees to accept and does hereby accept from the City, the right to use the following premises, to-wit: The upstairs apartment in the main building at the Mark Twain Golf Course.

2. TERM.

The term of this Agreement shall commence November 1, 2023 and shall continue on a term of month-to-month unless sooner revoked by the City.

3. CONSIDERATION.

Gosnell agrees to pay the City, in consideration for the use of the above-described premises, the monthly sum of Five Hundred and No/100 Dollars (\$500.00) to be paid in advance, without offset, on the first day of each month.

4. UTILITIES AND MAINTENANCE.

The City shall be responsible for the cost of all utilities servicing the upstairs residential apartment. Gosnell shall be solely responsible for the domestic maintenance of the apartment; provided, however, the City shall be responsible for all repairs unless caused by the intentional act of Gosnell, or his invitees.

5. SECURITY.

It is in the interest of the City to have a person occupy the apartment at the golf course so as to provide continuous security and supervision of the City's premises and buildings, which security otherwise would not exist. By reason of his course residency, Gosnell agrees to provide daily service pertaining to maintaining the security of the course and all buildings thereon, as such services are requested by the City. The City and Gosnell mutually agree that the consideration paid by Gosnell pursuant to paragraph (3) above has been set at an amount lower than the fair value market rental for the apartment to take into account the security services provided by Gosnell.

6. INTERPRETATION.

It is expressly understood and agreed that the term "Agreement" as used herein is not to be construed in its strict sense, but is to be considered in the nature of a License, revocable at any time, by the City Council as required by law making municipal parklands inalienable by the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF ELMIRA

By: _____

Daniel J. Mandell, Mayor

Resolution No. 2023 - _____

Daniel Gosnell

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

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

Notary Public

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

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

Notary Public

Agenda Summary:

Act on resolution approving a Memorandum of Agreement (MOA) between the County and City regarding the City's participation in the County's Employee Health Benefit Project effective January 1, 2024, a copy of which is attached hereto and made as part hereof, and authorizing the Mayor to execute the MOA; said MOA subject to Corporation Counsel approval.

Resolution Number:

2023-348

Sponsor:

Nan Moss

ATTACHMENTS

[resolution city-county MOA participation 2024 county employee health benefit program 11.6.2023.docx](#)
[County City MOA employee benefit health program 2024 11.6.2023.docx](#)

November 6, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

WHEREAS, the County of Chemung permits City employees and retirees to participate in Chemung County's Employee Health Benefit Program; and

WHEREAS, Chemung County's Employee Health Benefit Program is presently administered by Excellus Blue Cross/Blue Shield; and

WHEREAS, the County and the City desire to enter into a Memorandum of Agreement with respect to the City's participation in Chemung County's Employee Health Benefit Program effective January 1, 2024; and

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve a Memorandum of Agreement between the County and the City regarding the City's participation in the County's Employee Health Benefit Program effective January 1, 2024, a copy of said Memorandum being attached hereto and made a part hereof; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

**Memorandum of Agreement
Between
The County of Chemung
And
The City of Elmira, NY**

WHEREAS, the parties above-named, hereinafter referred to as "Chemung County" and "City," agree that it would be mutually beneficial to permit City's employees and retirees to participate in Chemung County's Employee Health Benefit Program; and

WHEREAS, Chemung County's program is presently administered by Excellus Blue Cross Blue Shield;

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants, the Parties agree as follows:

1. The City, its active employees and retirees will join the Employee Health Benefit Program of Chemung County, effective January 1, 2024, PPO3 Option.
2. The City represents that it has authority for its employees and retirees to join Chemung County's Employee Health Benefit Program, and while its employees and retirees are covered under the program the County's obligation to the City will only be to provide coverage level afforded by the program (PPO3 Option) as administered by Excellus Blue Cross Blue Shield, in exchange for the City providing premium payment for City employees and retirees (hereinafter "Enrollees") as set forth herein.
3. The County will hold the City harmless and indemnify the City for any and all claims submitted for duly authorized Enrollees, and for whom the City timely paid premiums at the coverage level requested by the City, as set forth herein. The City will hold the County harmless, and indemnify the County for any and all litigation that may ensue by Enrollees contesting the validity of this Agreement, and for the level/limit of coverage provided by the County's Employee Health Benefit Program administered by Excellus Blue Cross Blue Shield (including, but not limited to deductibles, co-insurance, co-pays, covered services, choice of provider, approval/pre-approval for procedures, and so forth), as the County's financial and coverage obligations are limited to the coverage provided by and through the Employee Health Benefit Program (including updates and changes as may be adopted as provided for herein).
4. Chemung County shall send the City a monthly total bill that shall reflect the coverage levels requested by the City based on the applicable premium rates determined by Chemung County after consultation with Excellus Blue Cross Blue Shield. The monthly report will also contain the monthly difference between premiums and claims.
5. The anticipated monthly premium rate charge per Enrollee for each succeeding calendar year will be given to the City on or before the 1st of November of each year.

6. Except as provided in Paragraph “3” above, the City will be billed on the 20th of the month, one month in advance, and payment is due to Chemung County by the end of the premium month being invoiced.
7. The County reserves the right to delegate or subcontract, in whole or in part, any of its duties, obligations, or responsibilities under this Agreement to third-party vendors or service providers as it deems necessary, provided that such delegation or subcontracting does not materially affect the quality of the services provided and is compliant with all applicable laws and regulations. In the event that the County delegates or subcontracts any duties or obligations under this Agreement to a third-party vendor or service provider, the County shall remain fully responsible for the performance and fulfillment of all duties and obligations as if they were performed by the County directly.
8. This Agreement may be terminated by either party upon written notice.
 - a. Chemung County shall not terminate this Agreement on less than six (6) months written notice, unless the City defaults in its obligations under this Agreement, in which case termination shall be effective immediately.
 - b. The City may terminate this Agreement for any reason or for no reason, and termination shall be effective on the date specified in the City's prior written notice of termination which date shall not be more than six (6) months from the date of said notice.
 - c. In the event of termination of this Agreement by any party, the City shall no longer be obligated to pay premiums to Chemung County after the effective date of cancellation, and Chemung County shall no longer be obligated to pay claims that are received after the effective date of termination. The City agrees that it is obligated to pay any and all claims run out due after the date of termination for each City employee or retiree. Chemung County shall provide to the City, upon termination, a breakout of claims run out.
9. 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 beyond the amount of such monies. It is understood that the City represents it will appropriate or make available monies for the purpose of the contract.
10. The County's health insurance coverage, provided under this Agreement to the City in accordance with the Employee Health Benefit Program, may be altered by Chemung County in accordance with any changes adopted by the Chemung County Legislature or as required by law. Advance notice will be provided to the City and its participating municipalities of any changes to the Chemung County Insurance Plans.

11. Chemung County shall provide a year-end audit settlement to the City of Elmira which will indicate the difference between premiums paid and claims paid at the end of the calendar year. If the City of Elmira has a credit at year end, the credit may be applied to the next month's premium. If there is a debt at year end, the debt will need to be settled within the first quarter of the following year (i.e. March 31st). Chemung County will impose a 2.5% administration fee on the monthly charge premium to offset the cost of administering the plan.
12. The Parties agree to comply with all laws, rules and regulations relative to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date opposite their respective signatures.

Dated: _____

COUNTY OF CHEMUNG

By: _____

Christopher Moss
County Executive
Resolution No: _____

Dated: _____

CITY OF ELMIRA

By: _____

Daniel J. Mandell, Jr.
Mayor
Resolution No: _____

Agenda Summary:

Receive communication from the City Manager and act on resolution approving a new contract between the City and Golf Professional James J. Turcsik, Jr. for a four-year contract effective March 1, 2024 through December 15, 2027, a copy the proposed contract is attached hereto and made a part hereof, and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval

Resolution Number:

2023-349

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution golf pro agmt 2024-2027 - turcsik 11.6.2023.doc](#)
[golf professional 2024-2027 agreement MTGC Jay Turcsik.doc](#)

November 6, 2023

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The current contract with James J. Turcsik, Jr., as the Golf Professional at the Mark Twain Golf Course, expires December 15, 2023. I recommend that the City enter into a new contract with Mr. Turcsik for contract years 2024 through 2027. The proposed terms of the new contract are identical to the terms in the existing contract with the exception of an amendment to Section IV (Consideration), in particular the four salary payouts over the term of the Agreement, which provides for annual increases in increments of \$2,000.00 during the golf seasons commencing March 1, 2024 through December 15, 2027.

The following resolution approves the new contract and authorizes the Mayor to execute the contract.

Respectfully yours,

P. Michael Collins
City Manager

November 6, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding a new employment contract with James J. Turcsik, Jr. as the Golf Professional at the Mark Twain Golf Course, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby approve a new contract between the City and Mr. Turcsik for contract years effective March 1, 2024 to December 15, 2027 in accordance with the terms and conditions as set forth in the proposed contract, a copy of which is attached and made a part hereof, and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the contract; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

AGREEMENT

THIS AGREEMENT made this ____ day _____, 20____, by and between

CITY OF ELMIRA, a municipal corporation with offices at
317 East Church Street, Elmira, New York 14901 (hereinafter
“**City**”)

and

JAMES J. TURCSIK, JR. of 315 Hendy Avenue, Elmira,
NY 14905, (hereinafter “**Professional**”)

WITNESSETH:

WHEREAS, the City is the owner of the Mark Twain Golf Course (the “Course”),
a public golf course located in the County of Chemung; and

WHEREAS, the City is desirous of obtaining the services of a golf professional to
provide certain management services at said Course; and

WHEREAS, the City desires to contract with the Professional for the furnishing of
such services and said Professional has agreed to render and furnish such services to the
City to the extent indicated herein, and under the terms and conditions hereinafter
provided;

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

I. TERM

The City hereby engages the services of the Professional as the City’s Professional
for the Course for a term commencing March 1, 2024 and ending December 15, 2027
(the “Term”) during which time the Professional shall actively and exclusively render and

furnish such services from March 1, 2024 through December 15, 2024; March 1, 2025 through December 15, 2025; March 1, 2026 through December 15, 2026; and March 15, 2027 through December 15, 2027 (“Working Periods”).

II. SERVICES OF THE PROFESSIONAL (SERVICES)

The Professional agrees to perform and render the following Services, which list is not exclusive, but is set forth for the purpose of outlining major responsibilities of the Professional. The Professional shall:

- (a) Exclusively provide management services and be responsible for the operation of the Course, including management and operation of the Course snack shop; said management to be in collaboration with the Course’s Golf Superintendent, the City/County’s Superintendent of Buildings and Grounds, and the Chamberlain’s Office;
- (b) Supervise, direct and train the staff of employees hired by the City, including pro shop personnel, rangers, starters, cashiers, and snack shop employees, so as to perform duties and meet requirements for sales, rentals and services which are, in the opinion of the City and the Professional, necessary for the successful operation of the Course;
- (c) Render professional advice, opinions, assistance and services as required and participate on all committees as related to the Course operation;

- (d) Cooperate and coordinate with the Greens Superintendent and maintenance crew during golf season;
- (e) Establish and stock with merchandise at his sole cost a pro shop at the Course and supervise its operation for the sales of merchandise and services related to golf equipment and golf cars;
- (f) Receive and deposit to the credit of the City all fees for the use of the Course, golf cars and hand carts and to account for the same to the City in accordance with procedures established by the City Manager and the City Chamberlain;
- (g) Maintain the following records and reports:
 - 1. Schedule of events;
 - 2. Number of season pass holders by classification;
 - 3. Locker rentals;
 - 4. Number of hand carts rented by day/week/month/season;
 - 5. Golf cart usage by day/week/month/season;
 - 6. Number of 9-hole rounds of golf for season pass holders;
 - 7. Number of 9-hole rounds of golf for non-season pass holders;
 - 8. Number of 18-hole rounds of golf for season pass holders;
 - 9. Number of 18-hole rounds of golf for non-season pass holders;
 - 10. Tee time usage per day;
 - 11. Reciprocal play: Number of Mark Twain season pass holders who played elsewhere;
 - 12. Reciprocal play: Number of non-season pass holders who played Mark Twain from other courses; and
 - 13. Bi-weekly report, including condition of Course, weather, problem areas, tournaments, league play, and other highlights.
- (h) Enforce the Course rules as designated by the City;
- (i) Schedule tournaments, conduct golf clinics, provide golf lessons and oversee tournaments and outings and make press announcements

concerning golf activities and promote the Course with local and regional organizations;

- (j) Attend City Council meetings and workshops, upon request, to discuss the operation and services provided at the Course;
- (k) Maintain security of the Course and all buildings and equipment thereon;
- (l) Represent the Course in tournaments, and submit to the City Manager his tournament schedule;
- (m) Prepare weekly schedule for the Professional and employees;
- (n) Present and develop a marketing plan to promote education and increased usage by local and out-of-area golfers;
- (o) Present a plan for promoting junior golf;
- (p) Develop, disseminate and train staff in the proper standard of conduct;
- (q) Develop a suggestion program for golfers;
- (r) Develop and administer customer surveys and report results to the City;
- (s) Produce seasonal newsletters;
- (t) Produce closeout reports with financial totals as requested by the City Manager and City Chamberlain and make recommendations for improvements pertaining to the operation and management of the Course.

III. RESPONSIBILITIES OF THE CITY

The City agrees:

- (a) To be responsible for the salaries and benefits of all Course employees hired by the City who are supervised and directed by the Professional other than the Superintendent;
- (b) Furnish all necessary facilities and equipment (cash registers, display cases, etc. but not merchandise) for the operation of a pro shop;
- (c) Maintain at the City's sole cost and expense all buildings and equipment related to the operation, use and maintenance of the Course;
- (d) Encourage tournaments and players to purchase golf supplies and equipment from the pro shop;
- (e) Furnish and maintain at its sole cost and expense not less than fifty (50) golf cars;
- (f) Include the Professional on committees related to the golf operation.
- (g) Pay professional dues and education expenses up to a maximum of Two Thousand Dollars (\$2,000.00) per Working Period. This may include tournaments for PGA membership.

IV. CONSIDERATION

In addition to other payments which might be received by the Professional under Section V of this Agreement, the City shall pay the Professional for his Services during each Working Period the following base amounts:

- March 1, 2024 – December 15, 2024:
Fifty Thousand (\$50,000.00) Dollars
- March 1, 2025 – December 15, 2025:
Fifty-Two Thousand (\$52,000.00) Dollars
- March 1, 2026 – December 15, 2026:
Fifty-Four Thousand (\$54,000.00) Dollars
- March 1, 2027 – December 15, 2027:
Fifty-Six Thousand (\$56,000.00) Dollars

In addition to the base amount, the Professional shall receive:

(a) The following percentage of annual “net profit” as herein
below defined:

- (1) If “net profit” is between Twenty-five Thousand Dollars (\$25,000) and Fifty Thousand Dollars (\$50,000), five percent (5%) of said “net profit”; or
- (2) If “net profit” is between Fifty Thousand One Dollars (\$50,001) and Seventy-Five Thousand Dollars (\$75,000), seven and one-half percent (7½%) of the entire said “net profit”; or
- (3) If “net profit” is between Seventy-Five Thousand One Dollars (\$75,001) and One Hundred Thousand Dollars (\$100,000), ten percent (10%) of the entire said “net profit”; or
- (4) If “net profit” is over One Hundred Thousand Dollars (\$100,000), twelve and one-half percent (12½%) of the entire said “net profit”.

For purposes of this subsection, “net profit” shall be determined in accordance with the calculation set forth on Schedule “A” attached hereto and made a part hereof.

- (b) Five percent (5%) of the golf car rental revenues on the first One Hundred Thousand and No/100 Dollars (\$100,000.00) of such rental revenues, and seven and one-half percent (7½%) of all golf car rental revenues in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00) each Working Period, said amount to be paid to the Professional on or about the 15th day of each month following the month in which such rental revenues were received;

V. CONCESSIONS

In addition to the Consideration under Section IV of this Agreement, the Professional shall be entitled to:

- (a) One Hundred percent (100%) of the gross revenues of the pro shop.
- (b) The Professional shall have the exclusive right to sell golf merchandise on the Course, to provide paid golf lessons and to retain all revenues therefrom and revenue derived from pond balls and the driving range.
- (c) The parties agree that, except as specifically provided for in this Agreement, all other revenues generated from any source at the Course shall be the property of the City and the Professional shall have no right or interest in all or any portion of such revenues.

VI. TERMINATION

This Agreement will terminate upon the happening of any of the following events.

- (a) Upon its normal expiration if not renewed.
- (b) Upon the death of the Professional.
- (c) Upon the physical disability of the Professional, provided that such disability incapacitates the Professional for an aggregate of three months during any Working Period of this Agreement. After such period the City can elect to terminate this Agreement effective thirty days after written notice is delivered to the Professional.
- (d) Upon the Professional's breach of any of the terms and conditions of this Agreement, provided that in the event of a claimed breach, the City shall give prior written notice to the Professional of the breach and the Professional shall have a period of fifteen (15) days to cure the condition or circumstance constituting a breach.
- (e) The City entering into a long-term lease of the Course with a person or entity other than the Professional for a term of not less than five (5) years. In the event the City decides to lease the Course (regardless of the proposed term of the lease), the City first will offer the leasehold interest to the Professional who shall notify the City within thirty (30) days of the date of the City's written offer as to his acceptance or declination of the offer. If the Professional declines

the offer and, if the City actually leases the Course, either the City or the Professional can terminate this Agreement upon sixty (60) days prior written notice to the other.

(f) The City's conveyance of its ownership interest in the Course.

In the event of early termination of this Agreement, the Professional shall be paid his consideration and percentage of concessions to the date of termination. Except for termination under subparagraph (e) above, upon the date of termination of this Agreement, the Professional shall vacate the pro shop and shall remove therefrom all merchandise purchased by the Professional. If the termination be pursuant to subparagraph (e) above, the Professional shall vacate the pro shop and shall remove therefrom all merchandise purchased by the Professional except merchandise bearing the logo/name "Mark Twain Golf Course" which the City shall purchase from the Professional at his cost.

VII. RELATIONSHIP BETWEEN THE PARTIES

The relationship of the Professional to the City shall be that of an independent contractor. The Professional, in accordance with his status as an independent contractor, agrees that he will conduct himself in accordance with such status, be solely responsible for the payment of all applicable income and social security taxes, and that he will neither hold himself out as, nor claim to be an officer or employee of the City, that he 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 City, including, but not limited to workers' compensation coverage or retirement membership or credits therefor.

VIII. ASSIGNMENT

The Professional shall not assign, sub-license, transfer, convey, sublet, sub-contract or otherwise transfer this contract or the right, title or interest therein or the power to execute such contract to any other person, company, corporation or other entity without prior written consent of the City.

IX. DISCRIMINATION

The Professional shall not discriminate against any employee or any other person utilizing the Course facilities or refuse or deny to provide any services or other benefits on the grounds of race, creed, color, national origin, sex, age, disability, marital status, military status, sexual orientation, genetic predisposition or carrier status.

X. COOPERATION

The City and the Professional 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 users of the Course and in accordance with the provisions of this Agreement.

XI. EXECUTORY BASED ON AVAILABILITY OF MONIES.

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 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.

XII. CONSTRUCTION

This Agreement shall be construed in accordance with and controlled by the laws of the State of New York.

XIII. WAIVER

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

XIV. WAIVER OR MODIFICATION

Any waiver, alteration or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties.

XV. BENEFIT

This Agreement shall inure to the benefit of and bind the parties hereto and their respective representatives, successors, heirs, personal representatives and assigns.

XVI. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
on the date first above written.

CITY OF ELMIRA

By:

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

James J. Turcsik, Jr., Professional

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

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

Notary Public

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

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

Notary Public

SCHEDULE "A"

Gross revenues from all sources, except golf car rentals

LESS Expenses:

- Labor
- Supplies
- Equipment
- Travel
- Repairs
- Services
- Fix expenses (includes utilities)
- School & property taxes
- Fringe benefits (WC-FICA-Unemployment)
- Property & liability insurance
- Fuel (gas & diesel)
- Work orders – course
- Work orders – fleet
- Miscellaneous expenses

Net Profit

“Net profit” = Gross revenues as stated above, less the total of the above stated expenses.

NOTE: ***No capital, debt service and depreciation have been included in the expenses since the professional has no control over these expenditures.***

Agenda Summary:

Act on resolution authorizing the Mayor to execute a Payment in Lieu of Taxes agreement (PILOT), a copy of which is attached hereto and made a part hereof, to support the construction of a new three-story, 58-unit building project located at 182 Washington Avenue by a housing development fund company; said PILOT subject to Corporation Counsel approval.

Resolution Number:

2023-350

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution salvation army PILOT agreement patch park 11.6.2023.docx](#)

[salvation army PILOT - patch park - draft 10.23.2023.docx](#)

November 6, 2023

RESOLUTION
NO. 2023 - _____

By Councilmember _____:

WHEREAS, the City of Elmira is in need of affordable and supportive housing;
and

WHEREAS, the Salvation Army of Elmira is proposing to construct a new three-story building at 182 Washington Ave, Elmira; and

WHEREAS, this proposed 58-unit project is an Affordable Multi-Family Permanent Supportive Housing Development, of which 46 units will be supportive housing available to those at or below thirty percent (30%) of AMI, and the remainder of the units will have rent affordable to persons at or below sixty percent (60%) of AMI; and

WHEREAS, by creating 58 units of affordable and supportive housing we can help to combat homelessness in Chemung County; and

WHEREAS, the City desires to enter into a Payment in Lieu of Taxes Agreement (PILOT) that will relieve and reduce the real property tax burden of the project;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York, fully supports this project and your efforts to obtain financing from the NYS DHCR, OTDA HHAP and other programs for capital funding for the permanent housing and from NYS ESSHI for support service funding for the special needs population; and

RESOLVED, at such time as the project receives funding necessary to begin construction, the City will enter into a PILOT Agreement under the terms and conditions, a copy of which is attached hereto and made a part hereof; and

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

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

**AGREEMENT FOR
PAYMENTS IN LIEU OF TAXES**

THIS AGREEMENT for payments in lieu of taxes is made as of the ____ day of _____, 20__ by and among the **CITY OF ELMIRA**, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 317 E. Church Street, Elmira, New York (the “City”), an as yet to be formed **HOUSING DEVELOPMENT FUND COMPANY**, a New York State not-for-profit company, having its principal offices located at 440 West Nyack Road, West Nyack, NY 10994 (the “HDFC”) and an as yet to be formed limited partnership organized and existing under the laws of the State of New York, having its principal office and place of business at 440 West Nyack Road, West Nyack, NY 10994 (the “Taxpayer”) for the making of certain payments in lieu of real property taxes by the Taxpayer on behalf of HDFC (“PILOT Agreement”).

W I T N E S S E T H:

WHEREAS, Taxpayer will hold equitable and beneficial ownership to 182 East Washington Ave., (as shown on Schedule A hereto) in the City of Elmira County of Chemung (the “County”) and State of New York (collectively, the “Land”) and will be the owner of 58 units of affordable housing located on the Land (the “Project”); and

WHEREAS, the HDFC will hold bare legal title to the Land; and

WHEREAS, the development of the Project is of vital public interest to the City and the County.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Tax Exemption.** The parties agree that Taxpayer qualifies to enter into a Payment in Lieu of Taxes (PILOT) agreement for real property tax exemption for the Project in accord with the provisions of Article 11 of the New York Private Housing Finance Law.

2. **Obligation of the Taxpayer to Make Payments in Lieu of Taxes.** The City requires and the Taxpayer shall make payments in lieu of real property taxes to the appropriate taxing authorities pursuant to the real estate tax policies of the City, subject to the terms of this PILOT Agreement.

3. **Requirements of HDFC and Taxpayer.**

a. The development will be carried out in accord with the provisions of Article 11 of the New York Private Housing Finance Law and in compliance with the reasonable requirements of the Planning Board of the City.

b. The PILOT Agreement period is to commence on the Commencement Date, as hereinafter defined, and be concurrent with the Project's use as affordable housing and for so long as a municipality aided, state aided and/or federally aided mortgage is outstanding on the Project, but shall not exceed fifteen (15) years after a final certificate of occupancy is granted to the project.

c. The Taxpayer shall provide the City such information concerning its operations and the operations of the Project in form and substance as may from time to time be reasonably requested. Such information shall include but shall not be limited to the annual financial statements of the Taxpayer from the calendar year immediately preceding the fiscal year in which payments are due.

d. The Taxpayer shall permit the Assessor of the City to audit its books and records within fourteen (14) days after receiving a written request from the City.

4. **Taxing Authorities and Amounts.**

a. Upon commencement of the City's next taxable status date following completion of construction activities and the issuance of a final certificate of occupancy to the Project described herein (the "Commencement Date"), the Taxpayer shall make annual payments in lieu of local and municipal real estate taxes, including school taxes but not including assessments for local improvements and special assessments on the land and buildings constituting the Project as follows:

- i) for the first fiscal year, the Taxpayer will make a fixed annual PILOT payment in the amount of Twenty-One Thousand Dollars (\$21,000.00) in satisfaction of all property taxes;
- ii) beginning in the second fiscal year, and continuing through the end of the term of this Agreement, the Taxpayer will make a PILOT payment equal to the PILOT payment paid in the previous year plus a two percent (2%) increase over the previous year's PILOT payment (as reflected on Schedule B hereto);
- iii) the total PILOT payment shall be allocated and/or distributed as the City sees fit among the various municipalities (City, County and local school district and entities currently assessing taxes against the Project, except

the Taxpayer will be responsible for paying all special district assessments and other assessments for local improvements permitted by law;

- iv) at the expiration of the fifteen (15) year period, this Agreement will cease to have any effect on the taxes due with respect to the Project and the Project will be taxed in accordance with applicable law.

b. Each of the foregoing payments shall be made on or before the date that the particular tax payment would have been due to the City.

c. The accountant for the Taxpayer shall prepare all documents and forms required under this Agreement.

5. **Defaults in Payment in Lieu of Taxes.** In the event the Taxpayer fails to make any payment in lieu of real property taxes when due, the amount or amounts not so paid shall be a lien on the Project in the same manner that delinquent real property taxes would be and continue as an obligation to the Taxpayer until fully paid. In addition, the Taxpayer shall pay the appropriate taxing authority's or authorities' interest and penalties on the unpaid amount or amounts accruing at the same times and at the interest rates as if such amounts were delinquent real property taxes. In addition to any other remedies available to them for the collection of delinquent real property taxes, including, without limitation, in rem proceedings, the City may exercise any other remedies available, and such remedies shall be cumulative and the exercise of any remedy shall not be an action of remedies under law.

6. **Effect of Fulfillment of the Requirement.** Once having paid the amounts required by this PILOT Agreement when due, the Taxpayer shall not be required to pay any real property taxes for which such payments in lieu of taxes have been made, except special district assessments and other assessments for local improvements permitted by law.

7. **Events of Default and Termination of Tax Exemption.**

a. An event of default ("Event of Default") shall be defined as (1) failure of the Taxpayer to make any payment required under the PILOT Agreement when due, (2) the Taxpayer's failure to provide any notice as required by this PILOT Agreement to the City, (3) Taxpayer's failure to qualify, or continue to qualify, for a real property tax exemption for the Project in accordance with Article 11 of the New York Private Housing Finance Law, or (4) failure of Taxpayer to provide any of the information required by Section 3(c) or 3(d) of this PILOT Agreement.

b. Upon the occurrence of an Event of Default as defined pursuant to Section 7(a) above, the Taxpayer shall have ten (10) days after the receipt of Notice from the City regarding such default to cure such default.

c. In the event the Taxpayer has not cured such default or defaults within the time period set forth in this PILOT Agreement, then the exemption from real property taxes described herein shall be deemed to have been terminated as of the taxable status date of the City's immediately preceding fiscal year.

d. Upon a termination of the exemption from real property taxes set forth in Section 7(c) above, the Taxpayer shall be liable for real property taxes on a pro-rata basis from and after the City's taxable status date immediately preceding the Event of Default and the statutory lien applicable to such real property taxes shall be deemed in effect as of the lien date normally applicable to such year's real property taxes, unless a separate basis for a real property tax exemption then exists for the benefit of Taxpayer.

e. Any such termination of the real property tax exemption applicable to the Project shall not void the liability of the Taxpayer for any unpaid payment in lieu of taxes required by this PILOT Agreement prior to such termination.

f. Notwithstanding the foregoing, in the event the Taxpayer transfers ownership of the Property to a third-party entity prior to the expiration of the Term hereof, the Exemption shall terminate as of the Taxable Status Date of the following fiscal year.

8. **Waiver.** No failure on the part of the City to exercise, and no delay on the part of the City in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by the City preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

9. **Modification.** Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated, except by an instrument in writing duly executed and agreed to by the parties hereto.

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Elmira, the HDfC and the Taxpayer have duly executed this Agreement as of the day and year first above written.

CITY OF ELMIRA

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

(Taxpayer)

By: _____

[print name]

[insert title]

***HOUSING DEVELOPMENT FUND
COMPANY***

By: _____

[print name]

[insert title]

SCHEDULE A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Elmira County of Chemung and State of New York, beginning at an iron pin standing in the ground at the intersection of the south line of Each Washington Avenue with the west line of lands of New York, Lackawanna and Western Railway Company conveyed by Elmira Iron and Steel Rolling Mill Company April 1, 1884 and recorded April 8, 1884 in Chemung County deeds Volume 82, page 538; running thence as the needle played in November 1980 s 70° west along the said south line 279.27 feet to an iron pin now standing in the ground; thence south 14° 21' 20" east and parallel with the east line of Canal Street 75 feet to an iron pin now standing in the ground; then south 76° west 40 feet to an iron pin now standing in said east line of Canal Street; thence south 14° 21' 20" east along said east line and its prolongation south of south line of East Seventh Street 568.55 feet to an iron pin now standing in the ground; thence north 76° 02' 40" east parallel with the north face of the brick wall of Old Rolling Mill and distant 25 feet perpendicularly therefrom, 130.45 feet to an iron pin now standing in the ground; thence south 13° 37' 20" east parallel with the east face of said Old Rolling Mill and 25 feet distant perpendicularly therefrom 140.10 feet to a cross in a stone, which is 1 foot north of an iron pin now standing in the ground; thence north 76° 08' 40" east parallel with the north face of the new wing of the Old Rolling Mill, and distant 25 feet perpendicularly therefrom, 69.05 feet to an iron pin now standing in the said west line of lands of New York Lackawanna and Western Railway Company; thence north 5° 31' 40" west along said west line 792.40 feet to the point the place of beginning.

ALSO all of the interest of the party of the first part in that part of Canal Street lying east of the center line thereof north of the south line of East Seventh Street and south of the south line of East Washington Avenue.

ALSO all of that interest of the party of the first part in that part of East Washington Avenue lying south of the center line thereof, east of the center line of Canal Street prolonged and west of the said west line of the New York, Lackawanna and Western Railway Company.

ALSO all the rights, title and interest of the said party of the first part in and to the main switch now standing on the lands above conveyed and passing over lands heretofore conveyed to George W. Peck and Ira C. Pratt and LeValley, McLeod, Kinkaid Company.

The party of the first part is to maintain at his own cost his spur switch to his storehouse, and to pay pro rata the cost of maintaining the main switch lying upon the lands of said Peck and Pratt and the lands hereby conveyed. This conveyance is made subject to the conditions contained in the deed to Peck and Pratt in regard to installing a spur switch to their property, which are hereby accepted by the party of the second part.

Excepting therefrom the following two parcels:

PARCEL #1 - ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Elmira, County of Chemung and State of New York, beginning at a point in the east line of Canal Street two hundred ninety-three and fifty-three hundredths feet (293.53') south of the south line of East Washington Avenue; then south 14° 21' 20" east along the east line of Canal Street and its extension south of the south line of East Seventh Street three hundred fifty and two hundredths feet (350.02') to an iron pin; thence north 76° 02' 40" east one hundred thirty and forty-five hundredths feet (130.45') to an iron pin; thence south 13° 37' 20" east one hundred forty and ten-hundredths feet (140.10') to a cross cut in stone which is one foot north of an iron pin; thence north 76° 08' 40" east sixty-nine and five hundredths feet (69.05') to an iron pin; thence north 5° 31' 40" west four hundred ninety-six and fifteen hundredths feet (496.15') along the west property line of the Erie Lackawanna Railroad Company to a point; thence south 75° 58' west two hundred seventy-three and eighty hundredths feet (273.80') to the place of beginning. The above described parcel contains two and twenty-six hundredths acres (2.26 acres) of land. Also all the rights, title and interest of party of the first part in and to the main switch now standing on the lands above conveyed and passing over lands heretofore conveyed to George W. Peck and Ira C. Pratt and LeValley, McLeod, Kinkaid Company. ALSO CONVEYS

PARCEL #2 - ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Elmira, County of Chemung and State of New York, beginning at a point in the north property line of the above described premises thirty-five and fourteen hundredths feet (35.14') east of the east line of Canal Street; thence northerly at right angles to the north property line four and seventy-two hundredths feet (4.72') to a point; thence easterly along the north side of the building thirty-three and thirty-five hundredths (33.35') feet to a point; thence southerly along the east side of the building five feet (5'±) more or less, to the north property line of the first described parcel; thence westerly thirty-three and thirty-five hundredths feet (33.35') to the place of beginning. That on the whole of Parcel No. 2 there is an extension of a building from Parcel No. 1 and the party of the second part and its successors covenant and agree to and with the party of the first part, that said Parcel No. 2, hereby conveyed shall be used solely and exclusively for the occupancy and maintenance of the building as it now exists on Parcel No. 2, and that when said building is demolished and/or removed from Parcel No. 2, then said Parcel No. 2 shall revert to and become the property of the party of the first part.

Being a part of the same premises conveyed to the City of Elmira by deed from Nicholas D. and Mandana E. Doxey recorded November 23, 1920 in Liber 203 of Chemung County Deeds at page 324.

SCHEDULE B

PILOT PAYMENTS PER YEAR

Year	Payment
1	\$21,000.00
2	\$21,420.00
3	\$21,848.40
4	\$22,285.37
5	\$22,731.08
6	\$23,185.70
7	\$23,649.41
8	\$24,122.40
9	\$24,604.85
10	\$25,096.94
11	\$25,598.88
12	\$26,110.86
13	\$26,633.08
14	\$27,165.74
15	\$27,709.05

Elmira City Council

Agenda Summary:	Act on Community Development - Downtown Revitalization Initiative Audit.
Resolution Number:	2023-351
Sponsor:	Corey Cooke

ATTACHMENTS

[11-06-2023 audit \(DRI\).doc](#)

November 6, 2023

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$1,827.04** they are hereby audited for payment for the Downtown Revitalization Initiative- Activate Buildings Grant, November 6, 2023.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
DRI- Admin- Purchased Services	Labella	invoice # 206775	\$ 1,827.04
		TOTAL	\$ 1,827.04



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

Resolution Number: 2023-352

Sponsor: Mayor Mandell

ATTACHMENTS

[11-06-2023 audit \(ADLN\).docx](#)

November 6, 2023

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$20,075.00**, they are hereby audited for payment for the Anti Displacement Learning Network grant, November 6, 2023

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
ADLN Grant	See Attachment for additional information	See Attachment for additional information	\$20,000.00
Filing Fee	Chemung County Clerk	See Attachment for additional information	\$75.00
		TOTAL	\$20,075.00

Elmira City Council

Agenda Summary:	Act on Community Development - Lead Hazard Reduction Grant Audit.
Resolution Number:	2023-353
Sponsor:	Corey Cooke

ATTACHMENTS

[11-06-2023 audit \(LEAD\).doc](#)

November 6, 2023

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$55,230.74** are hereby audited for payment for the LEAD Hazard Reduction Grant, November 6, 2023.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	\$ 2,900.00
Recording Fee	Chemung County Clerk	See attachment for additional information	\$ 125.50
LEAD and Health Homes Grant	Hughes Structures	See attachment for additional information	\$ 49,810.00
LEAD Testing	Eco-Testing Services LLC	invoice # 1523 & 1524	\$ 2,300.00
Office Supplies	City Chamberlain	Office Supplies clipboard, calendar, whiteboard markers, scissors, paper, hooks, clips	\$ 95.24
		TOTAL	\$ 55,230.74

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

Resolution Number: 2023-354

Sponsor: Joseph Duffy

ATTACHMENTS

[11-06-2023 audit \(CDBG;HOME\).docx](#)

November 6, 2023

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$262,989.27** they are hereby audited for payment for the Community Development Block Grant, November 6, 2023.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Rehab- Payroll Admin- Payroll	Payroll	Payroll not to exceed	\$19,000.00
Recording Fee	Chemung County Clerk	See attachment for additional Information	\$125.50
CHDO	Near Westside Neighborhood	375 W Clinton St	\$28,223.77
Streets	City Chamberlain	invoice # 2023-62	\$100,000.00
ADA Sidewalks	City Chamberlain	invoice # 2023-63	\$25,000.00
Subgrantee	Economic Opportunity Program	1st Quarter payment	\$30,000.00
Subgrantee	Southside Community Center	2nd Quarter payment	\$30,000.00
Subgrantee	CASA of the Southern Tier	3rd Quarter payment	\$18,000.00
FTHB inspection	Precision Home Inspection	See attachment for additional Information	\$640.00
FTHB Down Payment	TBD	See attachment for additional Information	\$10,000.00
FTHB Housing Counseling	Catholic Charities	See attachment for additional Information	\$2,000.00
		TOTAL	\$262,989.27

Elmira City Council

Agenda Summary: Act on American Rescue Plan Broadband Audit.

Resolution Number: 2023-355

Sponsor: Nan Moss

ATTACHMENTS

[Scanned from a Xerox Multifunction Printer.pdf](#)

DATE: November 6th, 2023

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN

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

ARP Broadband	\$500,000.00
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GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	----- \$500,000.00 =====
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RESOLUTION NO. 2023-

By Councilmember _____

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

\$500,000.00

ADOPTED BY THE FOLLOWING VOTE:

AYES-----NAYS

_____	COUNCILMEMBER COOKE	_____
_____	COUNCILMEMBER MOSS	_____
_____	COUNCILMEMBER FRANCHI	_____
_____	COUNCILMEMBER KITCHING	_____
_____	COUNCILMEMBER GRASSO	_____
_____	COUNCILMEMBER DUFFY	_____
_____	MAYOR MANDELL	_____

=====

Agenda Summary: Act on Audit.

Resolution Number: 2023-356

Sponsor: Corey Cooke

ATTACHMENTS

[Cover Sheet.pdf](#)

[Backup Part 1.pdf](#)

[Backup Part 2.pdf](#)

DATE: November 6th, 2023

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

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

CURRENT BUDGET FUNDS:	\$258,994.66
CAPITAL FUNDS:	\$334,638.48
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$593,633.14
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OTHER PAYMENTS:

PAYROLLS W/E November 5th, 2023	\$750,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$34,303.74
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$784,303.74
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GRAND TOTAL PAYMENTS:	\$1,377,936.88
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RESOLUTION NO. 2023-

By Councilmember _____

RESOLVED, that the bills and the payrolls in the amount of \$1,377,936.88
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

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

=====

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 11/06/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	11/06/2023	203555 Accounts Payable	AIRGAS EAST		61.20
	Invoice	Date	Description		Amount
		5502313583	10/19/2023 MEDICAL OXYGEN		61.20
Check	11/06/2023	203556 Accounts Payable	AMAZON CAPITAL SERVICES INC		1,870.79
	Invoice	Date	Description		Amount
		1K9M-V696-VNT7	10/19/2023 ACCT#ASR0VYJOJMY2H		36.98
		1GHJ-VQHH-F9HY	10/19/2023 Blanket PO Office Supplies		95.24
		1G6X-3177-DDJ4	10/19/2023 Blanket PO Office Supplies		57.97
		1XKG-KJD7-1K6P	10/13/2023 BASKETBALL COURT MARKING KIT		215.99
		1VF1-MG34-TH9D	10/19/2023 AMAZON FM Camera		1,325.61
		1P61-H6PD-L6HG	10/19/2023 AMAZON Radon Vent Fan		139.00
Check	11/06/2023	203557 Accounts Payable	Auto Zone		1,096.15
	Invoice	Date	Description		Amount
		2950783979+	10/23/2023 PARTS/HARDWARE RES#22-241		1,096.15
Check	11/06/2023	203558 Accounts Payable	BAILEY, JOHNSON & PECK, PC		328.50
	Invoice	Date	Description		Amount
		11811	10/19/2023 JEREMY COMFORT V. CITY OF ELMIRA		328.50
Check	11/06/2023	203559 Accounts Payable	BEAVERS PETRO EQUIPMENT		115.00
	Invoice	Date	Description		Amount
		30544	10/19/2023 PARTS FOR FUEL PUMP REPAIR/MAINTENANCE		115.00
Check	11/06/2023	203560 Accounts Payable	BER-NATIONAL AUTOMATION INC		2,595.00
	Invoice	Date	Description		Amount
		831	09/25/2023 INVESTIGATE AUTOMATED PARKING SYSTEM REPAIR		2,595.00
Check	11/06/2023	203561 Accounts Payable	CALVIN CADY		43.19
	Invoice	Date	Description		Amount
		HARBOR FRT	10/19/2023 CASE FOR F/M CAMERA		43.19
Check	11/06/2023	203562 Accounts Payable	CAPABILITIES, INC.		521.00
	Invoice	Date	Description		Amount
		89427	10/19/2023 CAPABILITIES Seat Covers		521.00
Check	11/06/2023	203563 Accounts Payable	CHAMPION FASTENERS		1,131.26
	Invoice	Date	Description		Amount
		90171	10/03/2023 HARDWARE/PARTS		304.43
		90231	10/03/2023 PARTS/HARDWARE RFB#2143		212.76
		90160	10/02/2023 PARTS/HARDWARE RFB#2143		424.12
		90713	10/25/2023 BLANKET PURCHASE FOR GOLF COURSE SUPPLIES		96.05
		90664	10/23/2023 BLANKET FOR NUTS, BOLTS, HARDWARE		87.90
		90623	10/20/2023 BLANKET FOR NUTS, BOLTS, HARDWARE		6.00
Check	11/06/2023	203564 Accounts Payable	CHAPEL LUMBER COMPANY		123.39
	Invoice	Date	Description		Amount
		2309-105343	10/19/2023 CHAPEL BPO		123.39
Check	11/06/2023	203565 Accounts Payable	CHEMUNG COUNTY BUILDING & GROUNDS		723.57
	Invoice	Date	Description		Amount
		2023-40	10/19/2023 30% UTILITY COST AGREEMENT		723.57
Check	11/06/2023	203566 Accounts Payable	CHEMUNG COUNTY TRANSFER		31,108.28
	Invoice	Date	Description		Amount
		137897 ti 37	10/01/2023 GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		9,028.78
		137913 ti 189	10/01/2023 GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		241.01
		137899 ti 39	10/01/2023 GARBAGE COLLECTION FEES- ELM HEIGHTS		421.51
		137937 TI 37	10/09/2023 GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		9,252.32
		137953 TI0189	10/09/2023 GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		205.37

	137939 TI39	10/09/2023	GARBAGE COLLECTION FEES- ELM HEIGHTS	644.61
	137984	10/19/2023	CUST#TI-00038 1	162.87
	137983 TI 37	10/09/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	10,072.84
	1379985 TI 189	10/16/2023	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	314.46
	137985 TI 39	10/16/2023	GARBAGE COLLECTION FEES- ELM HEIGHTS	396.79
	137938	10/19/2023	CUST#TI-00038 1	367.71
Check	11/06/2023	203567 Accounts Payable	CHEMUNG COUNTY TREASURER	569.12
	Invoice	Date	Description	Amount
	2023-00000007	10/19/2023	ENTERPRISE CAMERA LICENSES	569.12
Check	11/06/2023	203568 Accounts Payable	COPY EXPRESS	5,776.04
	Invoice	Date	Description	Amount
	92253	10/19/2023	WELCOME TO ELMIRA LECOM BOOKLETS	5,776.04
Check	11/06/2023	203569 Accounts Payable	CORELOGIC	19,006.59
	Invoice	Date	Description	Amount
	BILL#815420	10/19/2023	TM#89.06-5-19	1,071.11
	BILL#816523	10/19/2023	TM#89.18-4-13	837.87
	BILL#812587	10/19/2023	TM#89.09-4-41	943.22
	BILL#815296	10/19/2023	TM#89.17-3-18	1,170.08
	SEE ATTACHED	10/19/2023	2ND INSTALLMENT - DUPLICATE PYMTS	14,984.31
Check	11/06/2023	203570 Accounts Payable	CULLIGAN	9.75
	Invoice	Date	Description	Amount
	272x31977806	08/30/2023	WATER AND COOLER RENTAL	9.75
Check	11/06/2023	203571 Accounts Payable	CUMMINS NORTHEAST, INC.	116.50
	Invoice	Date	Description	Amount
	W4-41743	10/06/2023	MISC PARTS/HARDWARE	116.50
Check	11/06/2023	203572 Accounts Payable	CURA	80.75
	Invoice	Date	Description	Amount
	H014402091	10/19/2023	PRISONER MEALS	80.75
Check	11/06/2023	203573 Accounts Payable	CUSTOM MIX CONCRETE	574.00
	Invoice	Date	Description	Amount
	115632	10/12/2023	CONCRETE AT TRAIL/OAK ST SIDE	574.00
Check	11/06/2023	203574 Accounts Payable	CUSTOM PEST CONTROL	50.00
	Invoice	Date	Description	Amount
	150627	10/10/2023	PEST CONTROL AT 312 BUILDING	50.00
Check	11/06/2023	203575 Accounts Payable	DAVE'S TOWING	150.00
	Invoice	Date	Description	Amount
	59987 & 60063	10/19/2023	TOWING	150.00
Check	11/06/2023	203576 Accounts Payable	Earnest , Jimmy Earnest	188.46
	Invoice	Date	Description	Amount
	WALMART & PANOSI	10/12/2023	CLOTHING & BOOTS REIMBURSEMENT	188.46
Check	11/06/2023	203577 Accounts Payable	EASTERN METAL	112.50
	Invoice	Date	Description	Amount
	85327	10/13/2023	SIGN MATERIALS	112.50
Check	11/06/2023	203578 Accounts Payable	EASTERN SECURITY SERVICES	169.95
	Invoice	Date	Description	Amount
	269361	10/13/2023	BATTERY REPLACEMENT mtgc	169.95
Check	11/06/2023	203579 Accounts Payable	EBENEFIT MARKETPLACE, LLC	2,100.00
	Invoice	Date	Description	Amount
	28623	10/19/2023	EMBLEM HEALTH - DENTAL	2,100.00
Check	11/06/2023	203580 Accounts Payable	ELMIRA COCA-COLA BOTTLING CORP.	550.47
	Invoice	Date	Description	Amount
	37896859008	10/04/2023	SODA, WATER, CUPS, ETC	550.47
Check	11/06/2023	203581 Accounts Payable	FEDERAL EXPRESS CORP.	11.80
	Invoice	Date	Description	Amount
	8-271-18430	10/19/2023	ACCT#1210-7902-0	11.80
Check	11/06/2023	203582 Accounts Payable	FERRARIO FORD LINCOLN MERCURY	1,500.20
	Invoice	Date	Description	Amount
	65647+	09/14/2023	MISC. MANUFACTURER'S PARTS	1,500.20
Check	11/06/2023	203583 Accounts Payable	FIRSTLIGHT FIBER	253.93

	Invoice	Date	Description	Amount
	15262803	10/19/2023	ACCT#38403	247.23
	ACCT 38403	10/19/2023	REMAINDER OF BILL	6.70
Check	11/06/2023	203584 Accounts Payable	GARY'S BODY SHOP	430.00
	Invoice	Date	Description	Amount
	7/26 - 9/18/23	10/19/2023	TOWING	430.00
Check	11/06/2023	203585 Accounts Payable	GOODYEAR	768.56
	Invoice	Date	Description	Amount
	39402, 39482	10/04/2023	OUTSIDE SERVICE/REPAIRS	768.56
Check	11/06/2023	203586 Accounts Payable	GRASS LANDS EQUIPMENT CO.	765.33
	Invoice	Date	Description	Amount
	1351314	10/12/2023	TORO 4000D REPAIRS	765.33
Check	11/06/2023	203587 Accounts Payable	HAMILTON MEATS, INC.	137.00
	Invoice	Date	Description	Amount
	46869	10/04/2023	MEAT, FOOD, PAPER SUPPLIES	68.00
	45488	10/17/2023	MEAT, FOOD, PAPER SUPPLIES	69.00
Check	11/06/2023	203588 Accounts Payable	HAUN WELDING SUPPLY	6,250.00
	Invoice	Date	Description	Amount
	3207219	10/16/2023	WELDER	6,250.00
Check	11/06/2023	203589 Accounts Payable	HESSELSON'S	229.98
	Invoice	Date	Description	Amount
	25571	10/11/2023	CSEA BOOT ALLOWANCE-SOLID WASTE	229.98
Check	11/06/2023	203590 Accounts Payable	HORSEHEADS DO-IT CENTER	81.93
	Invoice	Date	Description	Amount
	382171	10/11/2023	MISC PARTS/HARDWARE/INCIDENTALS	81.93
Check	11/06/2023	203591 Accounts Payable	I. D. BOOTH, INC.	906.50
	Invoice	Date	Description	Amount
	s1554039+	09/05/2023	SCOREBOARD PARTS	203.81
	1551972+	09/06/2023	BLANKET FOR STEEL & PLUMBING PARTS	702.69
Check	11/06/2023	203592 Accounts Payable	Image First Uniform Rental Service, LLC	90.00
	Invoice	Date	Description	Amount
	262520642+	10/03/2023	BAR RAGS, MOPS, MATS	90.00
Check	11/06/2023	203593 Accounts Payable	IPS GROUP, INC	1,014.88
	Invoice	Date	Description	Amount
	89927	10/17/2023	COINLESS METER CONVERSION SUPPLIES AND APP	1,014.88
Check	11/06/2023	203594 Accounts Payable	Jhdesign	1,226.66
	Invoice	Date	Description	Amount
	12477	10/19/2023	JH DESIGN Fire Marshal Supplies	610.00
	12158	10/19/2023	2021 Dodge Charger decal	616.66
Check	11/06/2023	203595 Accounts Payable	JOHN DEERE COMPANY	96.29
	Invoice	Date	Description	Amount
	9/7/2023-	09/02/2023	BLANKET FOR JOHN DEERE EQUIPMENT PARTS	96.29
Check	11/06/2023	203596 Accounts Payable	JOHN'S EQUIPMENT RENTAL	382.96
	Invoice	Date	Description	Amount
	67294	10/19/2023	JOHN'S EQUIP RENTAL Rescue Saw	285.00
	67295	10/19/2023	JOHN'S EQUIP RENTAL Rescue Saw	97.96
Check	11/06/2023	203597 Accounts Payable	KECK'S FOOD SERVICE	532.20
	Invoice	Date	Description	Amount
	98000-	10/04/2023	rFOOD, FOOD SUPPLIES, CONDIMENTS	290.75
	99741	10/09/2023	FOOD, FOOD SUPPLIES, CONDIMENTS	241.45
Check	11/06/2023	203598 Accounts Payable	KELLEY BROTHERS	67.80
	Invoice	Date	Description	Amount
	7-2334885	10/09/2023	BLANKET FOR DOORS, PARTS, KEYS	67.80
Check	11/06/2023	203599 Accounts Payable	Kimball Midwest	376.52
	Invoice	Date	Description	Amount
	101514767	10/05/2023	SHOP EQUIP/TOOLS/SUPPLIES	376.52
Check	11/06/2023	203600 Accounts Payable	LAZ PARKING MGMT.LTD	7,764.74
	Invoice	Date	Description	Amount
	INV0097947	10/19/2023	SEPTEMBER 2023	7,764.74

Check	11/06/2023	203601 Accounts Payable	LERETA- CENTRAL REFUNDS	2,580.00
	Invoice	Date	Description	Amount
	TM#99.11-3-13	10/19/2023	BILL#813894	791.14
	TM#99.10-4-39	10/19/2023	BILL#815884	1,048.29
	TM#79.19-4-23	10/19/2023	BILL#812096	741.07
Check	11/06/2023	203602 Accounts Payable	LINDE GAS & EQUIPMENT INC	250.06
	Invoice	Date	Description	Amount
	38854856	10/18/2023	WELDING SUPPLIES	182.14
	38691011+	10/04/2023	BLANKET FOR WELDING SUPPLIES	67.92
Check	11/06/2023	203603 Accounts Payable	Locality Media, Inc. DBA First Due	3,200.00
	Invoice	Date	Description	Amount
	4145	10/19/2023	SOFTWARE TO REPLACE RED ALERT FIRE SOFTWARE	3,200.00
Check	11/06/2023	203604 Accounts Payable	MCCARTHY TIRE SERVICE	647.60
	Invoice	Date	Description	Amount
	35-63953+	10/17/2023	OUTSIDE REPAIRS/SERVICE	647.60
Check	11/06/2023	203605 Accounts Payable	MCDONALD EXCAVATING, INC.	56.00
	Invoice	Date	Description	Amount
	57620	10/09/2023	TOPSOIL	56.00
Check	11/06/2023	203606 Accounts Payable	MOTOROLA	8,831.67
	Invoice	Date	Description	Amount
	1187109141	10/19/2023	portable radios	8,831.67
Check	11/06/2023	203607 Accounts Payable	MTE	848.26
	Invoice	Date	Description	Amount
	01377837	10/05/2023	MOWER BLADES/PARTS MTGC	469.03
	01-373333+	08/17/2023	MOWER BLADES/PARTS	379.23
Check	11/06/2023	203608 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	72.24
	Invoice	Date	Description	Amount
	IN1940188	10/19/2023	CUST#C65417	72.24
Check	11/06/2023	203609 Accounts Payable	NAPAAUTO PARTS	496.77
	Invoice	Date	Description	Amount
	6718-105580	10/02/2023	PARTS/HARDWARE MTGC SOURCEWELL PGB-2349	22.39
	104422+	09/18/2023	PARTS/SOURCEWELL CONTRACT	474.38
Check	11/06/2023	203610 Accounts Payable	NYS ACADEMY OF FIRE SCIENCE	460.00
	Invoice	Date	Description	Amount
	V0035773	10/19/2023	NYS FIRE ACADEMY BPO	460.00
Check	11/06/2023	203611 Accounts Payable	NYSEG	15,202.34
	Invoice	Date	Description	Amount
	10/16/23	10/19/2023	ACCT#1901-0154-003	11,966.43
	#1901-0000-214	10/27/2023	19010000214	3,235.91
Check	11/06/2023	203612 Accounts Payable	NYSID	35,118.43
	Invoice	Date	Description	Amount
	1025665	10/13/2023	CLEANING SERVICES IN BUILDINGS	4,704.49
	1025247	10/10/2023	CLEANING SERVICES IN BUILDINGS	4,610.44
	1025257	10/10/2023	CLEANING SERVICES IN BUILDINGS	4,610.44
	1025268,1025664,	10/13/2023	& partial pay of 1025278	20,232.63
	1025278 remainde	10/13/2023	amount left on invoice 1025278	960.43
Check	11/06/2023	203613 Accounts Payable	NYSSMFO	40.00
	Invoice	Date	Description	Amount
	ANNUAL DUES	10/19/2023	NYS SOCIETY OF MUNICIPAL FINANCE OFFICERS	40.00
Check	11/06/2023	203614 Accounts Payable	PAWS OF NY	1,921.00
	Invoice	Date	Description	Amount
	AS OF 10/12/23	10/19/2023	ACCT#126	1,921.00
Check	11/06/2023	203615 Accounts Payable	PEOPLEREADY INC	8,649.03
	Invoice	Date	Description	Amount
	1119 & 8983	10/10/2023	TEMP SERVICES	4,622.99
	28370361	10/17/2023	TEMP SERVICES	1,944.03
	28380777	10/24/2023	TEMP SERVICES	2,082.01
Check	11/06/2023	203616 Accounts Payable	PERRY & CARROLL, INC.	23,741.98
	Invoice	Date	Description	Amount
	7924	10/19/2023	POLICY#PLM-CB-SN5SPKPUM-002	21,824.98

	7923	10/19/2023	POLICY#CFL 1899953E - GOLF COURSE	1,110.00
	#7875(2)	10/19/2023	POLICY#CL 1899953D	807.00
Check	11/06/2023	203617 Accounts Payable	POINT SPRING & DRIVESHAFT CO.	1,028.23
	Invoice	Date	Description	Amount
	16129+	10/12/2023	HEAVY DUTY PARTS RFB#2077R	1,028.23
Check	11/06/2023	203618 Accounts Payable	POSTLER & JAECKLE	13,226.11
	Invoice	Date	Description	Amount
	2555000-007	10/18/2023	HVAC MAINTENANCE & PLUMBING CONTRACT	13,068.75
	2553775	10/03/2023	REPAIRS AT FIRE STATION	157.36
Check	11/06/2023	203619 Accounts Payable	PrintWorks Painting & Design Inc.	818.85
	Invoice	Date	Description	Amount
	94386	10/11/2023	5"x4" trash stickers	818.85
Check	11/06/2023	203620 Accounts Payable	R & R PRODUCTS, INC.	242.20
	Invoice	Date	Description	Amount
	CD2844132	10/11/2023	BLANKET FOR GOLF COURSE SUPPLIES	242.20
Check	11/06/2023	203621 Accounts Payable	RAINBOW LETTERING	62.40
	Invoice	Date	Description	Amount
	DR2912	10/19/2023	RAINBOW Shirt Embroidery	62.40
Check	11/06/2023	203622 Accounts Payable	RINWALSKE GARAGE	3,701.25
	Invoice	Date	Description	Amount
	48506	09/19/2023	Towing Truck #333	200.00
	2282	10/19/2023	TOWING THRU 9/30/23	1,300.00
	701	10/19/2023	6/16/23 MVA	2,201.25
Check	11/06/2023	203623 Accounts Payable	SAM'S CLUB DIRECT	658.20
	Invoice	Date	Description	Amount
	9/29 & 10/6	09/29/2023	SNACKS, SUPPLIES, FOOD	267.30
	9/29/23	09/29/2023	BULK CLEANING SUPPLIES	289.98
	10/10/23-	10/10/2023	SNACKS, SUPPLIES, FOOD	100.92
Check	11/06/2023	203624 Accounts Payable	SCHLATHER, STUMBAR, PARKS & SALK, LLP	1,105.00
	Invoice	Date	Description	Amount
	7931	10/19/2023	LEGAL SERVICES - EDUARDO OROPALLO	1,105.00
Check	11/06/2023	203625 Accounts Payable	SCHOOL-TECH INC	539.76
	Invoice	Date	Description	Amount
	673719	10/19/2023	Crossing Guard supplies	539.76
Check	11/06/2023	203626 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	315.17
	Invoice	Date	Description	Amount
	86448	10/19/2023	SO TIER SENTRY BPO	23.36
	86606	10/19/2023	BLANKET FOR ELECTRICAL SUPPLIES	35.45
	86447, 86555	10/05/2023	MISC. PARTS/HARDWARE	78.47
	86581+	10/13/2023	BLANKET FOR MISC HARDWARE	177.89
Check	11/06/2023	203627 Accounts Payable	STAPLES BUSINESS ADVANTAGE	822.47
	Invoice	Date	Description	Amount
	8071837233	10/19/2023	STAPLES Office Supplies BPO	23.88
	3550261679	10/19/2023	CUST#RCH 1876707	447.92
	8072037410	10/19/2023	Blanket PO Office Supplies	350.67
Check	11/06/2023	203628 Accounts Payable	STEWART P. WILSON	11,617.36
	Invoice	Date	Description	Amount
	465114+	10/02/2023	FUEL-BLANKET PO RFB# 2402 RES#22-187	9,525.43
	464856, 464849	10/02/2023	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC	2,091.93
Check	11/06/2023	203629 Accounts Payable	SWIFT OFFICE EQUIPMENT	237.67
	Invoice	Date	Description	Amount
	077143	10/19/2023	RICOH PRINT CHARGES 5/1 - 10/12/23	237.67
Check	11/06/2023	203630 Accounts Payable	TIME WARNER CABLE	648.73
	Invoice	Date	Description	Amount
	12573100123	10/01/2023	YEARLY INTERNET AT MTGC ACCT 202-80285601-001	433.52
	70845101023	10/10/2023	YEARLY INTERNET AT MTGC ACCT 855263901-001	99.99
	0228173101623	10/19/2023	ACCT#8358 10 126 0228173	115.22
Check	11/06/2023	203631 Accounts Payable	TLC TNR	210.00
	Invoice	Date	Description	Amount
	10/3/23	10/19/2023	SPAY/NEUTER CAT PROJECT FROM FAR VETS	210.00

Check	11/06/2023	203632 Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	124.83
	Invoice	Date	Description	Amount
	92784	10/13/2023	MESSAGE SERVICES	124.83
Check	11/06/2023	203633 Accounts Payable	TWIN TIER PAINT WALLCOVERING	54.39
	Invoice	Date	Description	Amount
	64848, 64893	10/19/2023	PAINT FOR BENCHES	54.39
Check	11/06/2023	203634 Accounts Payable	UniFirst Corporation	403.29
	Invoice	Date	Description	Amount
	3560939, 3560938	10/19/2023	FLOOR MATS AT CITY HALL & DPW	151.66
	513556232+	10/05/2023	LAUNDRY SERVICE	251.63
Check	11/06/2023	203635 Accounts Payable	VASCO BRANDS, INC.	115.24
	Invoice	Date	Description	Amount
	138956A-139226	10/10/2023	BLANKET FOR JANITORIAL SUPPLIES	115.24
Check	11/06/2023	203636 Accounts Payable	VERDIN COMPANY	149.80
	Invoice	Date	Description	Amount
	215363	08/27/2023	MAINTENANCE	149.80
Check	11/06/2023	203637 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	119.75
	Invoice	Date	Description	Amount
	OCT-607-734-2339	10/19/2023	ACCT#652-110-359-0001-38	119.75
Check	11/06/2023	203638 Accounts Payable	WARD APPARATUS LLC	1,840.77
	Invoice	Date	Description	Amount
	4071	10/16/2023	PARTS FOR EFD TRUCKS	350.00
	3852	10/19/2023	WARD Hat Badges/Lapel Pins	382.18
	3854	10/19/2023	NOZZLE REPAIR	488.65
	3851	10/19/2023	WARD SCBA Face Mask Cleaner	94.50
	3853	10/19/2023	WARD Water Cans	525.44
Check	11/06/2023	203639 Accounts Payable	WATSON DIESEL, INC.	906.96
	Invoice	Date	Description	Amount
	23873	10/11/2023	PARTS FOR TRUCK 324	906.96
Check	11/06/2023	203640 Accounts Payable	WILBRI, INC.	1,270.54
	Invoice	Date	Description	Amount
	25043	10/17/2023	PARTS FOR UNIT 365	1,270.54
Check	11/06/2023	203641 Accounts Payable	XEROX CORPORATION	1,050.29
	Invoice	Date	Description	Amount
	019873648	10/19/2023	CUST#722774775	17.09
	504404625	10/19/2023	CUST#957723893	96.78
	504404624	10/19/2023	CUST#957723810	96.78
	504401353	10/19/2023	CUST#952918852	27.16
	504399550	10/19/2023	CUST#950177683	96.78
	504404314	10/19/2023	CUST#957417074	96.78
	504401066	10/19/2023	CUST#952163384	96.78
	504400113	10/19/2023	CUST#950906487	21.73
	019873645	10/19/2023	CUST#721817914	17.97
	019873641	10/19/2023	CUST#718272685	44.04
	019873642	10/19/2023	CUST#719281396	21.24
	504404313	10/19/2023	CUST#957416910	96.78
	504404560	10/19/2023	CUST#957612286	94.66
	019940351	10/19/2023	CUST#708184676	225.72
Check	11/06/2023	203642 Accounts Payable	ANTHONY CURREN	1,071.07
	Invoice	Date	Description	Amount
	TM#89.09-5-22	10/19/2023	TAX OVERPAYMENT	1,071.07
Check	11/06/2023	203643 Accounts Payable	CARL HIRSCHFELD	5.00
	Invoice	Date	Description	Amount
	TM#89.12-5-2	10/19/2023	TAX OVERPAYMENT	5.00
Check	11/06/2023	203644 Accounts Payable	FIRST HERITAGE FEDERAL CREDIT UNION	2,403.79
	Invoice	Date	Description	Amount
	DUPLICATE PYMTS	10/19/2023	TM#88.08.08-3-1 & TM#79.13-1-71	2,403.79
Check	11/06/2023	203645 Accounts Payable	FRIENDS OF WOODLAWN	2,000.00
	Invoice	Date	Description	Amount
	RES #23-453	10/19/2023	MONEY FROM CHEMUNG COUNTY	2,000.00

Check	11/06/2023	203646	Accounts Payable	HAROLD & SALLY CASTELINE	37.93
	Invoice		Date	Description	Amount
	BILL#811430		10/19/2023	TM#99.10-2-13	37.93
Check	11/06/2023	203647	Accounts Payable	JOHN JONES MUSEUM	2,000.00
	Invoice		Date	Description	Amount
	RES #23-453		10/19/2023	MONEY FROM CHEMUNG COUNTY	2,000.00
Check	11/06/2023	203648	Accounts Payable	JOHN P MUSTICO	1,227.86
	Invoice		Date	Description	Amount
	TM#99.05-4-32		10/19/2023	TAX OVERPAYMENT	1,227.86
Check	11/06/2023	203649	Accounts Payable	KRISTINA/DANIEL PENDLETON	939.24
	Invoice		Date	Description	Amount
	BILL#816173		10/19/2023	TM#99.18-1-12	939.24
Check	11/06/2023	203650	Accounts Payable	KRISTINA/DANIEL PENDLETON	865.23
	Invoice		Date	Description	Amount
	BILL#816174		10/19/2023	TM#99.18-2-26	865.23
Check	11/06/2023	203651	Accounts Payable	KRISTINA/DANIEL PENDLETON	817.72
	Invoice		Date	Description	Amount
	BILL#816175		10/19/2023	TM#99.10-1-39	817.72
Check	11/06/2023	203652	Accounts Payable	KRISTINA/DANIEL PENDLETON	732.01
	Invoice		Date	Description	Amount
	BILL#816176		10/19/2023	TM#99.10-10-1-40	732.01
Check	11/06/2023	203653	Accounts Payable	MAN2MAN	2,000.00
	Invoice		Date	Description	Amount
	RES#23-453		10/19/2023	MONEY FROM CHEMUNG COUNTY	2,000.00
Check	11/06/2023	203654	Accounts Payable	MICHAEL B WALTON	65.13
	Invoice		Date	Description	Amount
	TM#89.19-2-1		10/19/2023	TAX OVERPAYMENT - 2ND INSTALLMENT	65.13
Check	11/06/2023	203655	Accounts Payable	MICHAEL CHRISTASTIE	30.46
	Invoice		Date	Description	Amount
	TM#79.18-3-54		10/19/2023	TAX OVERPAYMENT	30.46
Check	11/06/2023	203656	Accounts Payable	NORFE J. PIRRO	7,090.45
	Invoice		Date	Description	Amount
	TM#89.14-8-29+		10/19/2023	1ST INSTALLMENT - DUPLICATE PAYMENT	7,090.45
Check	11/06/2023	203657	Accounts Payable	VIETNAM VETS	1,000.00
	Invoice		Date	Description	Amount
	RES #23-453		10/19/2023	MONEY FROM CHEMUNG COUNTY	1,000.00
Check	11/06/2023	203658	Accounts Payable	WILLIAM LAFFERTY	1,264.89
	Invoice		Date	Description	Amount
	99.08-7-42 & 43		10/19/2023	TAX OVERPAYMENT - 2ND INSTALLMENT (2 BILLS)	1,264.89

GENERAL FUND GENERAL FUND Totals:

Transactions: 104

\$258,994.66

Checks: 104 \$258,994.66

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 11/06/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	11/06/2023	104798 Accounts Payable	ALRO STEEL CORP		2,094.50
	Invoice	Date	Description		Amount
	DJ13217BF+	10/25/2023	STEEL FOR RIVERFRONT PARK		2,094.50
Check	11/06/2023	104799 Accounts Payable	AMCHAR		237.92
	Invoice	Date	Description		Amount
	01088831	10/23/2023	Shotguns & accessories		237.92
Check	11/06/2023	104800 Accounts Payable	DALRYMPLE GRAVEL COMPANY		106,517.41
	Invoice	Date	Description		Amount
	20608	10/01/2023	HOT MIX ASPHALT RFB# 2481 ROLLOVER FUNDS		15,564.74
	100523-20	10/18/2023	PAVING COLLEGE AVE		72,841.24
	20667	10/08/2023	HOT MIX ASPHALT RFB# 2481		18,111.43
Check	11/06/2023	104801 Accounts Payable	EJ USA, INC		1,877.16
	Invoice	Date	Description		Amount
	110230070093	09/22/2023	TREE GRATES ROLLOVER FUNDS		1,877.16
Check	11/06/2023	104802 Accounts Payable	ELMIRA CITY SCHOOL DISTRICT		35,000.00
	Invoice	Date	Description		Amount
	369-24A	08/29/2023	JACOBSEN GANG MOWER		35,000.00
Check	11/06/2023	104803 Accounts Payable	FIRST OUT RESCUE EQUIPMENT		3,191.12
	Invoice	Date	Description		Amount
	29757	10/23/2023	FIRST OUT Turn Out Gear		3,191.12
Check	11/06/2023	104804 Accounts Payable	GRASS LANDS EQUIPMENT CO.		84,952.38
	Invoice	Date	Description		Amount
	1352003	10/23/2023	TORO GREENSMaster TRIFLEX 3300		84,952.38
Check	11/06/2023	104805 Accounts Payable	HEWLETT-PACKARD COMPANY		10,746.60
	Invoice	Date	Description		Amount
	9017828218	10/23/2023	Capital- PC replacements 2023		10,746.60
Check	11/06/2023	104806 Accounts Payable	INTEGRATED SYSTEMS		89,664.78
	Invoice	Date	Description		Amount
	22076	10/23/2023	City Camera Refresh		89,664.78
Check	11/06/2023	104807 Accounts Payable	JIM KETTER		356.61
	Invoice	Date	Description		Amount
	HELMET	10/23/2023	REIMB FOR HELMET PURCHASE		356.61
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 10		\$334,638.48
Checks:	10		\$334,638.48		

HAND CHECKS DETAILS
CAPITAL HAND CHECKS DETAIL

\$34,303.74
\$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 10/17/2023

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	10/17/2023	203548	Accounts Payable	CHASE CARD SERVICES		5,332.65
	Invoice		Date	Description		Amount
		9/7-10/6/23	10/17/2023	4246 3152 3897 7290		5,332.65
Check	10/17/2023	203549	Accounts Payable	JAMES J TURCSIK, JR.		6,235.61
	Invoice		Date	Description		Amount
		10/1-10/15/23	10/17/2023	Commission Check		6,235.61
Check	10/17/2023	203550	Accounts Payable	NYSEG		120.85
	Invoice		Date	Description		Amount
		.10050397206	10/17/2023	119 W 2ND ST		120.85
Check	10/17/2023	203551	Accounts Payable	NYSEG		391.40
	Invoice		Date	Description		Amount
		.10048275324	10/17/2023	508 COLLEGE AVE		391.40
GENERAL FUND GENERAL FUND Totals:				Transactions: 4		\$12,080.51
Checks:		4		\$12,080.51		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 10/23/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	10/23/2023	203552 Accounts Payable	NYSEG		16,970.83
	Invoice	Date	Description		Amount
	# 1901-0154-003	10/23/2023	previous bill		16,970.83
Check	10/23/2023	203553 Accounts Payable	DAVID SNYDER		553.58
	Invoice	Date	Description		Amount
	MEDICAL REIMB	10/23/2023	MEDICAL REIMB		553.58
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$17,524.41
Checks:		2	\$17,524.41		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 10/26/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	10/26/2023	203554 Accounts Payable	ASSOCIATION OF NYS YOUTH BUREAU		150.00
	Invoice	Date	Description		Amount
	2V88-76QZ-9HJ	10/26/2023	LISA MILLER 11/2 TRAINING		150.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$150.00
Checks:		1	\$150.00		

ACH PAYMENTS

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 10/12/2023 - 10/27/2023

10/19/2023 GHI DENTAL	\$	2,133.80
10/25/2023 GHI DENTAL	\$	2,415.02
	\$	4,548.82

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2023-357

Sponsor: Nan Moss

ATTACHMENTS

[Adjournment Nov 6.docx](#)

November 6, 2023

RESOLUTION

NO. 2023 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, November 20, 2023, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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