

APPROVAL OF MINUTES

2021-86
Nick Grasso

Act on resolution dispensing with the minutes of the Special Meeting held on March 9, 2021.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

PUBLIC HEARING for the purpose of receiving comments from the public regarding proposed Ordinance to Amend "Appendix B-1" - City-Center Form Based Code of Ordinance of the City of Elmira, as Amended by Amending the Zoning Map.

RESOLUTIONS

2021-87
Mayor Mandell

Receive communication from the City Manager and act on resolution announcing the reappointment of James Brady, 1109 Wildwood Drive, Elmira; and the appointment of Filomena Jack, 402 Euclid Avenue, Elmira to the Board of the Elmira Housing Authority, with terms expiring on March 22, 2026 and March 22, 2022 respectively.

2021-88
Nan Moss

Act on resolution reporting the results of the Elmira Housing Authority Election of a Tenant Representative to the Elmira Housing Authority, held on March 2, 2021, declaring Leslie Gorton elected with a term to expire March 22, 2022.

2021-89
Council as a Whole

Act on resolution scheduling a public hearing to receive public comment on the City of Elmira's 2021 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnership Programs.

2021-90
Council as a Whole

Receive communication from Corporation Counsel designating the City as the lead agency and further

declaring that the proposed Ordinance to amend the Official Zoning Map will not have an adverse impact on the environment and directing the City Manager to file a negative determination pursuant to State Environmental Quality Review Act, 6NYCRR, Part 617.6.

2021-91
Mayor Mandell

Receive communication from the City Manager and act on resolution authorizing the issuance of a City credit card to the City Manager, City Chamberlain and Chief of Police with each card having a maximum credit limit of \$5,000.00 and furthering authorizing the City Manager to issue City credit cards to such other City employees determined by the City Manager to be in need of such a card with a credit limit of \$5,000.00 to be used solely in furtherance of City business.

LOCAL LAW

2021-92
Mayor Mandell

Act on resolution adopting Local Law #1 of 2021 to amend Section 154(h)(1) of the Charter of the City of Elmira.

ORDINANCE

2021-93
Brent Stermer

Act on Ordinance to amend "Appendix B-1" - City-Center Form Based Code of Ordinance of the City of Elmira, New York, as Amended, by Amending the Zoning Map.

AGREEMENTS

2021-94
Nan Moss

Receive communication from Corporation Counsel and act on resolution approving the settlement of a tax certiorari proceeding brought in Chemung County Supreme Court by TG-CoTops Elmira NY LLC which challenged its City's 2018, 2019 and 2020 Tax Assessment Rolls (Tax Map # 99.07-6-1) and authorizing Corporation Counsel to execute the Stipulation of Settlement, a copy of which is attached hereto and made a part hereof.

2021-95
Joseph Duffy

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement between the City and Elmira Housing Authority (Housing Authority) whereby the City agrees to provide additional police patrol services over its baseline services to the Housing Authority for the period April 1, 2021 to March

31, 2022 at a cost of \$55,000.00 paid by the Housing Authority; said agreement subject to Corporation Counsel approval.

AUDITS

2021-96
Council as a Whole

Act on Lead Hazard Reduction Grant Program Audit.

2021-97
Council as a Whole

Act on Community Development Block Grant Program Audit.

2021-98
Council as a Whole

Act on Audit.

SECOND PUBLIC COMMENT PORTION

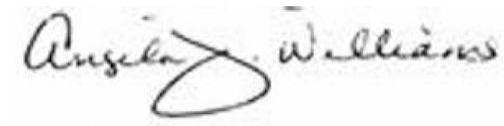
CITY MANAGER REPORT

ADJOURN

2021-99
Mark Franchi

Act on resolution to adjourn.

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 Special Meeting held on March 9, 2021.
Resolution Number:	2021-86
Sponsor:	Nick Grasso

ATTACHMENTS

[Beginning Mar 15.docx](#)

March 15, 2021

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 15th day of March, 2021.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2021- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Special Meeting of this Council held March 9, 2021, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Stermer	
	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 Ordinance to Amend "Appendix B-1" - City-Center Form Based Code of Ordinance of the City of Elmira, as Amended by Amending the Zoning Map.

Resolution Number:

Sponsor:

ATTACHMENTS

[resolution PH ordinance to amend Appendix B-1 - Neighborhood Mixed-Use to Urban Mixed-Use 3.15.2021.doc](#)

March 15, 2021

PUBLIC HEARING

PUBLIC HEARING held this 15th day of March, 2021 for the purpose of receiving comments from the public regarding proposed Ordinance to Amend “Appendix B-1” – City-Center Form Based Code of Ordinance of the City of Elmira, as Amended by Amending the Zoning Map.

APPEARANCES: OPEN:

In Favor Of:

Opposed:

Closed:

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution announcing the reappointment of James Brady, 1109 Wildwood Drive, Elmira; and the appointment of Filomena Jack, 402 Euclid Avenue, Elmira to the Board of the Elmira Housing Authority, with terms expiring on March 22, 2026 and March 22, 2022 respectively.

Resolution Number: 2021-87

Sponsor: Mayor Mandell

ATTACHMENTS

[HousingAppt - Brady - Jack.docx](#)

March 15, 2021

FOR THE AGENDA

To the Honorable Mayor and Council

Dear Councilmembers:

Pursuant to the powers vested in the City Manager by Sections 3, 30, and 34 of the Public Housing Law of the State of New York, this will report the reappointment of James Brady 1109 Wildwood Road, Elmira, and the appointment of Filomena Jack, 402 Euclid Avenue, Elmira to the Board of the Elmira Housing Authority, with terms expiring on March 22, 2026, and March 22, 2022 respectively.

James Brady has been a valuable asset to the Elmira Housing Authority Board and will continue to provide valuable service in this capacity; and Filomena Jack will be a great addition to the Board.

Respectfully,

P. Michael Collins
City Manager

RESOLUTION NO. 2021 - _____

By Councilmember:_____

RESOLVED, that the communication from the City Manager announcing the reappointment of James Brady, 1109 Wildwood Road, Elmira, and Filomena Jack, 402 Euclid Avenue, Elmira, to the Board of the Elmira Housing Authority with terms expiring on March 22, 2026 and March 22, 2024 respectively, be received and placed on file.

ADOPTED BY THE FOLLOWING VOTE

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

Elmira City Council

Agenda Summary: Act on resolution reporting the results of the Elmira Housing Authority Election of a Tenant Representative to the Elmira Housing Authority, held on March 2, 2021, declaring Leslie Gorton elected with a term to expire March 22, 2022.

Resolution Number: 2021-88

Sponsor: Nan Moss

ATTACHMENTS

[2021 Elmira Housing Election Final Total & Resolution.doc](#)

March 15, 2021

Resolution

No: 2021 -

By Councilmember:

**RESOLUTION OF THE CITY COUNCIL REPORTING THE RESULTS
OF THE ELMIRA HOUSING AUTHORITY ELECTION OF A
TENANT REPRESENTATIVE TO THE ELMIRA HOUSING
AUTHORITY, HELD ON MARCH 2, 2021.**

The City Council, assembled in regular session, this 15th Day of March, 2021, having canvassed the returns of the election for the special election held for the purpose of electing one (1) tenant to be a member of the Elmira Housing Authority to fill a two-year term, which term expires on March 22, 2023, find said returns to be correct.

THEREFORE, BE IT RESOLVED, that Leslie Gorton be and is hereby declared elected to the Elmira Housing Authority of the City of Elmira, which term expires March 22, 2023, having received the highest number of votes cast at the special election held on March 2, 2021, and be it further

RESOLVED, that the Mayor and the City Clerk be directed to certify the foregoing statement and resolution and the same be entered into the minutes of the City Council.

ADOPTED BY THE FOLLOWING VOTE

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

ELMIRA HOUSING AUTHORITY ELECTION
HELD ON MARCH 2, 2021

THERE WAS ONE CANDIDATE RUNNING FOR THE POSITION OF TENANT COMMISSIONER ON THE ELMIRA HOUSING AUTHORITY. THERE WERE 26 VOTES CAST AND PUT IN BALLOT BOXES. 1 VOTE HAD TO BE VOIDED, 1 WRITE-IN VOTE CAST, MAKING A TOTAL OF 26 VOTES, TOTAL NUMBER OF VOTES THAT COULD BE COUNTED 25.

<u>HOFFMAN PLAZA</u>	VOTES	<u>0</u>	THAT COUNTED
<u>BRAGG TOWERS</u>	VOTES	<u>3</u>	THAT COUNTED
<u>FLANNERY APARTMENTS</u>	VOTES	<u>21</u>	THAT COUNTED
<u>WRITE-INS</u>	VOTES	<u>1</u>	THAT COUNTED
<u>VOIDED</u>	VOTES	<u>1</u>	

ABSENTEE VOTES RECEIVED IN THE MAIL - 1

FINAL TOTAL VOTES THAT COUNTED – 25

CANDIDATE RECEIVED THE FOLLOWING VOTES.

Leslie Gorton TOTAL VOTES: 25

WE WOULD LIKE TO THANK ALL OF THE TENANTS THAT PARTICIPATED.

CONGRATULATIONS TO: **Leslie Gorton**

ANGELA J. WILLIAMS
CITY CLERK



CITY OF ELMIRA NEW YORK

Office of the City Clerk

CITY HALL, 317 EAST CHURCH STREET, ELMIRA, NEW YORK 14901

Angela J. Williams
City Clerk

Tel: (607) 737-5673
Fax: (607) 737-5783

WE THE UNDERSIGNED, do hereby certify that at the election of one (1) tenant as a member of the Elmira Housing Authority to fill a two-year term, which said election was held in the City of Elmira, on Tuesday, March 2, 2021. This election was regularly conducted and that the total number of votes cast from the Three (3) Housing Projects were:

NAME	VOTES RECEIVED
Hoffman Plaza	0
Bragg Towers	3
Flannery Apartments	21
Voided Votes	1
Write-In Votes	1
Absentee Votes	1 (from hoffman plaza)
Total	26

GRAND TOTAL VOTES

WITNESS THIS 3RD DAY OF March, 2021

Karen Shafer
Director of Elmira Housing Authority

Angela J. Williams
City Clerk

Elmira City Council

Agenda Summary: Act on resolution scheduling a public hearing to receive public comment on the City of Elmira's 2021 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnership Programs.

Resolution Number: 2021-89

Sponsor: Council as a Whole

ATTACHMENTS

[2021 Public Hearing authorizing resolution.doc](#)

March 15th 2021

RESOLUTION NO. 2021-_____

RESOLUTION SCHEDULING A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE CITY OF ELMIRA'S 2021 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS

By Councilmember _____:

WHEREAS, the City of Elmira is an Entitlement Community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership Programs; and

WHEREAS, the purpose of the Community Development Block Grant Program is to promote sound community development, revitalize cities, reverse urban decay, promote programs for housing rehabilitation and to stimulate economic growth to turn around distressed cities through the Consolidated Planning process; and

WHEREAS, all activities funded with CDBG funds must meet one of the statutory objectives as set forth by Congress (1) benefit to low and moderate income persons; (2) aid in the prevention or elimination of slum and blight; or (3) meet an urgent need; and

WHEREAS, the HOME Investment Partnership Program is designed exclusively to create affordable housing for low-income households and all projects funded with HOME funds must be housing related; and

WHEREAS, HUD has released 2021 CDBG and HOME formula grant allocations, and, the City of Elmira will receive a CDBG allocation of \$1,191,938 and a HOME allocation of \$308,969; and

WHEREAS, the Department of Community Development, in conformance with the City's Citizens Participation Plan, is seeking input from residents, agencies, and other interested parties throughout the City to obtain input on community needs and will be using input gained from the community in preparing the City's 2021 Annual Action Plan as required by HUD; and

WHEREAS, a notice of funding availability was published in the official newspaper of the City of Elmira inviting interested organizations to submit an application for CDBG and HOME funds; and

WHEREAS, in accordance with program regulations, the City is required to hold a public hearing prior to the Consolidated Plan and Annual Action Plan draft being completed and published for comment to obtain the views of citizens and interested agencies on activities to be included in the Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED, that the 2021 Annual Action Plan for the Community Development Block Grant and HOME Programs be scheduled for Monday, March 29, 2021 at 5:30 p.m. during the regularly scheduled City Council meeting; and

BE IT FURTHER RESOLVED, that notice of the public hearing be published in the Star Gazette.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary:	Receive communication from Corporation Counsel designating the City as the lead agency and further declaring that the proposed Ordinance to amend the Official Zoning Map will not have an adverse impact on the environment and directing the City Manager to file a negative determination pursuant to State Environmental Quality Review Act, 6NYCRR, Part 617.6.
Resolution Number:	2021-90
Sponsor:	Council as a Whole

ATTACHMENTS

[resolution ordinance amend zoning map NMU - UMU & signage SEQR 3.15.2021.doc](#)
[SEQR form - Ordinance amending zoning map 3 parcels NMU to UMU 3.15.2021.pdf](#)

March 15, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the Council's consideration of adoption of Ordinance to amend Appendix B-1 – City-Center Form Based Code of Ordinance of the City of Elmira, New York as amended, by amending the Zoning Map to rezone three parcels from Neighborhood Mixed-Use (MNU) to Urban Mixed-Use (UMU) and further amend Section XI subparagraph D, "Signage Standards" of Appendix B-1 to permit free-standing signs in an UMU District, it is necessary for the Council to consider the environmental impact of the ordinance. The following resolution designates the City as the lead agency; determines that the law will not have an adverse impact on the environment, and directs that a negative declaration be filed.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

March 15, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the State Environmental Quality Review procedures pertaining to Ordinance to Amend “Appendix B-1” – City-Center Form Based Code of Ordinance of the City of Elmira, New York, be received and placed on file; and be it further

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

RESOLVED, that the City Council finds, based on the facts and information presented, that the Ordinance to amend the Zoning Map will not have an adverse impact on the environment; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

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

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

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

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

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

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

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

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

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

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the issuance of a City credit card to the City Manager, City Chamberlain and Chief of Police with each card having a maximum credit limit of \$5,000.00 and furthering authorizing the City Manager to issue City credit cards to such other City employees determined by the City Manager to be in need of such a card with a credit limit of \$5,000.00 to be used solely in furtherance of City business.

Resolution Number:

2021-91

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution city credit card authorization 3.15.2021.docx](#)

March 15, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmember:

Presently, I, the City Chamberlain, and the Police Chief have City credit cards, each with a maximum limit of \$5,000.00. I have been advised that it is necessary that there be a Council resolution authorizing these cards.

The following resolution provides the authorization.

Respectfully yours,

P. Michael Collins
City Manager

March 15, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the possession and use of City credit cards, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize the issuance of a City credit card to the City Manager, City Chamberlain, and the Police Chief, each card to have a maximum credit limit of \$5,000.00; and be it further

RESOLVED, that the City Manager be and is hereby authorized to issue a City credit card to such other City employees determined by the City Manager to be in need of such a card to be used solely in furtherance of City business; any such card to have a credit limit of \$5,000.00.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Elmira City Council

Agenda Summary:	Act on resolution adopting Local Law #1 of 2021 to amend Section 154(h)(1) of the Charter of the City of Elmira.
Resolution Number:	2021-92
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution LL#1 of 2021 - amend section 154h1 - adoption 3.15.2021.doc](#)

March 15, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

WHEREAS, a proposed Local Law entitled **“A LOCAL LAW of the City of Elmira, New York, to Amend Section 154(h)(1) of the Charter of the City of Elmira”**, was duly presented by Council as a Whole for a first reading at a Regular Meeting of this Council held on February 16, 2021, and at said meeting of this Council was duly received, ordered printed in the minutes, copies thereof in its final form having been upon the desks of members of the Council for at least seven (7) calendar days, exclusive of Sunday, prior to this day, and a public hearing having been duly held on March 1, 2021, before the Council upon public notice provided by law, and the said proposed local law having been read in its final form at this meeting;

NOW, THEREFORE, be it

RESOLVED, that said proposed Local Law entitled **“A LOCAL LAW No. 1 OF 2021 of the City of Elmira, New York, to Amend Section 154(h)(1) of the Charter of the City of Elmira”** and reading as follows, be and hereby is adopted and enacted, to-wit:

LOCAL LAW NO. 1 OF 2021

**A LOCAL LAW OF THE CITY OF ELMIRA, NEW YORK,
TO AMEND SECTION 154(h)(1) OF
THE CHARTER OF THE CITY OF ELMIRA**

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

Section 1. Section 154(h)(1) of the Charter of the City of Elmira is hereby amended to read as follows:

- h. (1) Construct or build any sidewalk or any part or portion of any sidewalk in such a manner and with such material as in the judgment of said city manager may be deemed best; repair any sidewalk upon any street, or any part or any portion of any street in such manner and with such material as in the judgment of said city manager may be deemed best, regulate or change the width of space between a sidewalk and the curb line in the street. The owner or owners of property along or in front of which a sidewalk is to be built or rebuilt may, upon request in writing go the City Manager, be given

permission to build or rebuild such sidewalk, without expense to the city, in conformity, however, with all the requirements of the city manager as to time of building or rebuilding, material therefor, grade and line thereof, and manner and method of construction. If such requirements are not complied with, the city manager shall make such sidewalk conform therewith. Any owner, contractor, or other person who neglects or refuses to comply with or violates any order, the city manager is authorized to make, shall be subject to the penalties prescribed in section one hundred and sixty-six of the city charter. The owner or owners of the property along or in front of which or any part of which, a sidewalk is constructed, built, rebuilt or repaired, shall pay to the city chamberlain the entire cost of the rebuilding or repairing of any sidewalk along and in front of his or their property or any part thereof; provided, however, the City Council may provide that the city shall pay all or a portion of such cost in which case the owner shall pay to the City Chamberlain the portion of the cost not paid by the city. In the event of failure of said owner or owners to pay for said sidewalk as aforesaid, the same shall be collected in the same manner as provided in section one hundred sixty-two of the city charter.

Before the same shall be collected, the city manager shall present to the council the statement of the ascertainment and assessment of the entire cost of such sidewalk being constructed, built or rebuilt, or repaired, and the council shall thereupon give notice of a public hearing to be held at least seven calendar days following the delivery of such ascertainment and assessment upon notice to be published once in the official newspaper at least three days prior to said hearing, which notice shall state that the council will, on the date therein specified, consider the ascertainment and assessment for the purpose of confirmation. At the time so specified, any person charged with the cost of construction, building or rebuilding, or repairing of any sidewalk may appear before the council for the purpose of correcting any error in the amount of the charge. The council may thereupon correct or confirm such assessment without further notice. The owner or owners, occupant or occupants of the property along or in front of which, or any part of which, a sidewalk is constructed or built, shall clean the snow and ice from such sidewalk within twelve hours after the snow fall has ceased, or the ice to form, and in case said owner or owners, or occupants shall neglect to clean such snow and ice from such sidewalk within such time, the same may be done by and under the direction of the city

manager for the following fee for each sidewalk from which such snow and ice shall be removed:

Front sidewalk length 50 feet or less	\$ 70.00
Front sidewalk length 51 feet to 75 feet	\$100.00
Front sidewalk length 76 feet or greater	\$130.00

In the event this fee remains unpaid, it shall be added as a separate line item to the annual real property tax bill.

Section 2. Severalability. If a court determines that any clause, sentence, paragraph, subdivision or part of this local law or the application thereof to any person, individual, 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 combined 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 3. Effective Date. This local law shall take effect immediately upon filing with the New York State Secretary of State.

ADOPTED BY THE FOLLOWING VOTE

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

Elmira City Council

Agenda Summary: Act on Ordinance to amend "Appendix B-1" - City-Center Form Based Code of Ordinance of the City of Elmira, New York, as Amended, by Amending the Zoning Map.

Resolution Number: 2021-93

Sponsor: Brent Stermer

ATTACHMENTS

[ordinance amending Appendix B-1 neighborhood mixed-use to urban mixed-use & free-standing signs 3.15.2021.doc](#)

March 15, 2021

ORDINANCE
NO. 2021 - _____

An Ordinance to Amend “Appendix B-1” – City-Center Form Based Code
of Ordinance of the City of Elmira, New York, as Amended,
by Amending the Zoning Map

By Councilmember _____:

BE IT ORDAINED, by the Council of the City of Elmira, New York, duly convened in regular session this 15th day of March, 2021, as follows:

Section 1. The zoning map for Appendix B-1 is amended to provide as follows:

The following parcels presently zoned Neighborhood Mixed-Use (NMU) are hereby rezoned Urban Mixed-Use (UMU):

Tax Map #: 89.15-2-14

Tax Map #: 89.15-2-13

Tax Map #: 89.15-2-12

Section 2. Section XI subparagraph D, “Signage Standards” of Appendix B-1, is hereby amended to permit free-standing signs in an Urban Mixed-Use (UMU) District.

Free-standing signs in an UMU District shall be subject to the requirements of Section 540.3(b) of Appendix B of the City Zoning Ordinance, except the sign shall not project over a public right-of-way.

Section 3. All ordinances inconsistent with any provision or provisions of this Ordinance are hereby repealed.

Section 4. **Effective Date.** This ordinance shall take effect immediately upon adoption and publication according to law.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Agenda Summary:

Receive communication from Corporation Counsel and act on resolution approving the settlement of a tax certiorari proceeding brought in Chemung County Supreme Court by TG-CoTops Elmira NY LLC which challenged its City's 2018, 2019 and 2020 Tax Assessment Rolls (Tax Map # 99.07-6-1) and authorizing Corporation Counsel to execute the Stipulation of Settlement, a copy of which is attached hereto and made a part hereof.

Resolution Number:

2021-94

Sponsor:

Nan Moss

ATTACHMENTS

[tax certiorari settlement TG-CoTops 299 s main street.docx](#)
[stipulation of settlement agreement 3.5.2021.docx](#)

March 15, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

TG-CoTops Elmira NY LLC (Petitioner) filed petitions in Chemung County Supreme Court challenging the assessment on its property located at 299 S. Main Street, Tax Map Parcel No. 99.07-6-1, pertaining to the 2018, 2019 and 2020 Tax Assessment Roll. The tax roll assessments for the years 2018, 2019 and 2020 were \$3,645.00, \$3,500,000, and \$2,000,000, respectively. At the City's request, Midland Appraisal Associates prepared an appraisal concluding that the fair market value of the property for each of the three years to be \$1,000,000. Pursuant to the Supreme Court trial rules, the City provided Tops' attorney with a copy of the City's appraisal and Tops provided the City with a copy of its appraisal, which determined the fair market value of the parcel to be \$3,000,000 for 2018 and \$1,775,000 for years 2019 and 2020. If this case were to go to trial, the City, given the City's appraisal, would not be able to assert that the fair market value should be more than \$1,000,000. Accordingly, the case should be settled for one million dollars fair market value.

The following resolution approves the settlement and authorizes the Corporation Counsel to sign the Stipulation of Settlement.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

March 15, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the settlement of TG-CoTops Elmira NY LLC (Petitioner) tax certiorari proceedings challenging Petitioner's assessment on the City's 2018, 2019 and 2020 Tax Assessment Rolls, 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 settlement of this proceeding pursuant to the terms of a Stipulation of Settlement, a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, that the Corporation Counsel be and is hereby authorized to execute the Stipulation of Settlement.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

STATE OF NEW YORK
SUPREME COURT COUNTY OF CHEMUNG

In the Matter of the Application for a Review Under
Article 7 of the Real Property Tax Law of a Tax
Assessment by

TG-COTOPS ELMIRA NY LLC,

Petitioner,

-against-

THE ASSESSOR(S) FOR THE CITY OF ELMIRA, THE
BOARD OF ASSESSMENT REVIEW FOR THE CITY OF
ELMIRA, AND THE CITY OF ELMIRA IN THE COUNTY OF
CHEMUNG, NEW YORK,

Respondents.

**STIPULATION OF
SETTLEMENT AND
JUDICIAL ORDER**

Index No.
2018-2015
2019-5238
2020-5455

WHEREAS Petitioner TG-COTOPS ELMIRA NY LLC (hereinafter, the “Petitioner”), having duly and timely commenced the above-captioned proceedings pursuant to Article 7 of the Real Property Tax Law by and through its attorneys, Speno MacLeod, PLLC (Kevin R. MacLeod, Esq. and Rebecca M. Speno, Esq., of counsel) against the Assessor for the City of Elmira, the Board of Assessment Review for the City of Elmira, the City of Elmira (collectively, the “Respondents” or “City”), County of Chemung, to review the assessment on real property owned by the Petitioner that was, for the assessment roll years at issue, identified by the Assessor on said assessment rolls as tax identification number 99.07-6-1 and located at 299 Main St. S, respectively, in the City of Elmira (the “Subject”); and

WHEREAS the City Respondents appeared in these proceedings by and through their attorneys John Ryan, Esq.; however, the Elmira City School District and County of Elmira did not intervene or appear in these proceedings;

WHEREAS, Petitioner and Respondents are collectively referred to herein as the “Parties”; and

WHEREAS, the Parties have entered into extensive settlement negotiations and have agreed that settlement is in the best interests of the Parties, so as to avoid the cost of further litigation, among other things; and

NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED that the Parties propose to settle these proceedings upon the terms and conditions set forth in this Stipulation of Settlement and Judicial Order (“Order”):

1. These proceedings shall be consolidated under Index No. 2020-5455 so as to allow the parties to utilize fully and take advantage of the County’s electronic filing system (NYSCEF).

2. The Subject is located in the City of Elmira, Elmira City School District and County of Chemung taxing and assessing jurisdictions and their special and other districts (e.g., fire and library districts).

3. The original assessments on the Subject for the years at issue, and the reduced assessments for the years at issue shall be as follows:

Year	Equ. Rate	Current Assessment	Reduced Assessment	Current Full Market Value	Reduced Full Market Value
2018/19	81%	\$3,645,000	\$810,000	\$4,500,000	\$1,000,000
2019/20	83%	\$3,500,000	\$830,000	\$4,216,867	\$1,000,000
2020/21	83%	\$2,000,000	\$830,000	\$2,409,639	\$1,000,000

4. The Assessor and all other relevant officers and authorities of the relevant taxing jurisdictions are hereby authorized to make and correct these assessments as outlined above on the appropriate books and records of each such jurisdiction.

5. Real Property Tax Law Section 727 shall apply to this settlement to “freeze” the Subject’s assessments at \$830,000 for property tax assessment rolls established by the City Assessor in years 2021, 2022 and 2023. In the event of a city-wide revaluation or reassessment during the RPTL 727 term, the assessment shall be calculated by multiplying a fair market value of \$1,000,000 by the new city equalization rate for the year at issue.

6. Full refunds from the City, County and School District (including any overpayments for library taxes, fire district taxes and any other ad valorem levies) shall be paid to the Petitioner as a result of the reduced assessment set forth herein for the years at issue. Refund payments shall be paid within 30 days of the affected taxing jurisdictions receiving a demand for such refunds. Service of the demand on the School shall be sufficient for any library refunds and service on the City and/or County shall be sufficient for any City or County special district refunds (including fire districts, etc.). Refund checks shall be made payable to TG-COTOPS Elmira NY LLC and mailed to Speno MacLeod, PLLC, PO Box 152, Baldwinsville, New York 13027. Interest on said refunds shall be waived if all refunds are received within 30 days of service of the demand therefore. Any property tax delinquencies (including any interest and penalties accrued thereupon) for any of the years pending shall be recalculated based upon the reduced assessments above for such years.

7. These proceedings shall be discontinued without prejudice upon entry of this Order. Petitioner shall have the right to seek specific enforcement of the terms of this Order and to otherwise enforce this Order by whatever means provided by law.

8. This Order shall not be construed as a waiver of Petitioner's right to raise any constitutional claims associated with these proceedings or the parcels at issue.

9. This Order shall be considered the Parties' entire understanding and agreement between and among them. There shall be no modification of this Order except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court.

10. The Parties authorize their attorneys to execute this Order and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this Order.

11. If any provision of this Order shall be determined to be invalid, illegal, null or void, or unenforceable to any extent, the remainder of this Order shall remain in effect to the fullest extent of the law.

12. This Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this Order.

13. Electronic signatures and electronically-transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Order.

14. This Order may be executed in multiple counterparts including by means of facsimile, PDF/ADOBE e-mail, etc., each of which shall be deemed an original, but all of which together shall be considered and constitute one and the same instrument.

15. An executed copy of this Order, shall be entered and docketed in the appropriate County Clerk's Office by Petitioner, then filed with the Assessor's permanent records.

DATED: _____

SPENO MACLEOD, PLLC

By: _____

Kevin R. MacLeod, Esq.
Rebecca M. Speno, Esq.
Attorneys for Petitioner
PO Box 152
Baldwinsville, New York 13027
315.409.6614

DATED: _____

CITY OF ELMIRA

By: _____

John J. Ryan, Jr., Esq
Corporation Counsel
Attorney for Respondents
317 East Church Street
Elmira, New York 14901
607.737.5674

SO ORDERED AND ENTERED THIS _____ DAY OF _____, 2021.

By: _____

Hon. Oliver N. Blaise III, J.S.C.

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement between the City and Elmira Housing Authority (Housing Authority) whereby the City agrees to provide additional police patrol services over its baseline services to the Housing Authority for the period April 1, 2021 to March 31, 2022 at a cost of \$55,000.00 paid by the Housing Authority; said agreement subject to Corporation Counsel approval.

Resolution Number:

2021-95

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution elmira housing supp law enforcement coop agmt 2021-2022 3.15.2021.doc](#)
[elmira housing authority police services 2021-2022 agmt.docx](#)

March 15, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Pursuant to previous resolutions, since May 1, 1998, the City has entered into agreements with the Elmira Housing Authority (Housing Authority) to provide additional police services over and above the basic services rendered by the City. The most recent agreement expires on March 31, 2021. The Housing Authority has requested to enter into a new agreement with the City for a one-year period commencing from April 1, 2021 through March 31, 2022. The Housing Authority will pay the City the sum of \$55,000.00 for the additional police services.

The following resolution authorizes the Mayor to execute the agreement with the Elmira Housing Authority for said services.

Respectfully yours,

P. Michael Collins
City Manager

March 15, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the proposed contract with the Elmira Housing Authority through which the City would provide additional police patrol services to the Housing Authority, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with the Elmira Housing Authority whereby the City agrees to provide additional police patrol services over its baseline services to the Housing Authority for the period from April 1, 2021 through March 31, 2022 at a cost of \$55,000.00 paid by the Housing Authority to the City; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

SUPPLEMENTAL LAW ENFORCEMENT COOPERATION AGREEMENT

BY AND BETWEEN the **ELMIRA HOUSING AUTHORITY** with offices at 737D Reservoir Street, #C, Elmira, New York (hereinafter "Housing Authority") and the **CITY OF ELMIRA, NEW YORK**, a municipal with its offices at 317 East Church Street, Elmira, New York (hereinafter "City");

WHEREAS, the Housing Authority desires to contract with the City for additional police services to create a drug and crime free environment and to provide for the safety and protection of the residents in its Housing Development, and

WHEREAS, the City, by and through its Police Department, desires to assist in the efforts by providing effective police services at all Housing Authority locations, and

WHEREAS, the Elmira Housing Authority will pay the cost for one (1) Police Officer twenty-eight (28) hours per week from April 1, 2021 to March 31, 2022, and

WHEREAS, the Elmira Housing Authority will set aside from its Capital Grant Program **FOUR THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS and THIRTY-FOUR CENTS (\$4,583.34)** per month from April 1, 2021 to March 31, 2022 for one (1) Police Officer for police protection over and above the normal police protection service provided by the City,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

SCOPE OF SERVICES

SECTION ONE: SERVICES PROVIDED BY THE CITY OF ELMIRA

The City agrees that the services rendered by the Assigned Personnel under this Contract are in addition to baseline Police services. The City agrees that it will not reduce its current level of Police services to the Housing Authority particularly in the areas of community policing, patrol, criminal investigations, records, dispatch, and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its Police Department, will provide officers to perform specialized patrols to enforce all State and local laws and the Housing Authority rules specified in this Contract. Sworn officers shall at all times remain part of, subject to

and in direct relationship with, the Police Department's chain of command and under Police Department rules, regulations, and standard operating procedures.

- B. The City agrees to assign Police Officers to targeted areas during specified periods of time identified by the Housing Authority and agreed upon by the City as high crime or high workload periods (direct patrol), to maintain a Police patrol presence.
- C. The City agrees that the Police Department will employ a community concept and that the Elmira Police Department's Public Housing Patrol in consultation with the Detective Bureau, Drug Enforcement Unit, and City Police Patrol (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the Housing Authority Developments.
- D. The City agrees to collect and provide workload data in Housing Authority Developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Housing Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near Housing Authority Developments involving any resident, member of a resident's household, or any guest of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any Police personnel in accordance with this Contract, the Elmira Police Department will designate a Police Officer to meet with the Executive Director or Deputy Executive Director on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. This does not preclude the Police Chief or Deputy Police Chief at any time to meet with Housing Authority officials. These meetings shall occur at least monthly.
- G. The City agrees that a manual of Police and Procedure Directives exists to regulate Police Officers' conduct and activities. All Police Officers have access to a copy of this manual. It is the normal practice for the Department to obtain a signed receipt from each Police Officer that he/she has received and understands the contents of Police and Procedure Directives. It is normal practice to train personnel on Police and Procedure Directives.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the Police Officers to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles, or other equipment requested by the Housing Authority will be furnished at the expense of and shall remain the property of the Housing

Authority. The Housing Authority and the City may mutually agree to lease equipment or vehicles.

- I. The Police Department will provide, at a minimum, thirty (30) hours of training on community relations and interpersonal communications skills to Housing Authority Personnel.
- J. The City agrees, at no cost to the Housing Authority, to conduct criminal background checks of proposed applicants for the Housing Authority. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.
- K. The Police Department shall designate a supervisory officer as the Administrative Liaison Officer, who will work in concert with the Executive Director or Deputy Executive Director of the Housing Authority.

The Administrative Liaison Officer will perform the following duties:

- 1. Coordinate the dissemination and processing of Police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract;
 - 2. Establish and maintain an ongoing line of communications with Shift Commanders and other Police personnel;
 - 3. Prepare quarterly progress reports and evaluations of services requested and provide under this Contract for review by the Executive Director, the Police Chief, and other appropriate representatives;
 - 4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;
 - 5. Coordinate security workshops and training seminars for identified residents;
 - 6. Assist or advise the planning and implementation of other grant-funded security programs within the Housing Authority; and
 - 7. Establish a clearly defined process for reporting non-emergency criminal activities.
- L. The City will at all times provide supervision, control, and direction of work activities and assignments of Police personnel, including disciplinary actions. Police personnel assigned will be at a rank lower than the Administrative Liaison Officer who shall be the supervising officer. It is expressly understood that the Police Department shall be responsible for the compensations of the Police Officers and all employee benefits, as

well as any injury to Police Officers, their property, or the City's property while on the Housing Authority's property.

- M. The Assigned Personnel shall possess and maintain Police Certification as required by the New York State Bureau for Municipal Police.
- N. The primary duties of the Assigned Personnel are patrol, response to calls for service, and the other Police services enumerated in this Contract for Housing Authority properties. However, these Police Officers are permitted to respond to other locations if needed for emergency or urgent Police calls involving a potential threat to life, safety, or property, to provide back-up assistance to other Officers if needed, or to be reassigned to other duties in the event of an emergency or other urgent situation requiring additional Police personnel. If Assigned Personnel is reassigned to other Elmira Housing Authority patrol for an entire shift or shifts, the Elmira Police Department will so notify the Elmira Housing Authority and the Elmira Housing Authority will be compensated in additional patrol hours. This compensation shall not apply to reassignments for the purposes of training or certifications associated with this position.

SECTION TWO: SERVICES PROVIDED BY THE HOUSING AUTHORITY

- A. The Housing Authority will provide the following in-kind accommodations, services, and equipment:
 - 1. Accommodations – The Housing Authority will provide suitable space to be used as a satellite office at each site targeted for additional Police services;
 - 2. Services – Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority; and
 - 3. Modification/Damage – The Housing Authority will make reasonable modification, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Housing Authority determines to be above normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Housing Authority.
- B. The Housing Authority shall provide a quarterly assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of the Contract.
- C. The Housing Authority shall reserve the right to reasonably request the Police Department to replace any Assigned Personnel for the following reasons:

1. Neglect or non-performance of duties;
2. Disorderly conduct, use of abusive language or offensive language, or fighting;
3. Criminal action;
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Housing Authority;
5. Inadequate punctuality or attendance; or
6. Substantiated complaints from the Housing Authority or management.

The Housing Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.

- D. The Housing Authority will provide the City with a Public Housing Police Activity Form(s) for assigned Police Officers to complete. These forms are not to replace Police reports utilized by the City.
- E. The Housing Authority will provide the City with applicable Housing Authority rules and regulations for compliance with this Contract.
- F. The Housing Authority will work with the Police Department to subsidize housing or rental costs for volunteer Police Officers to reside in Housing Authority Developments.

ARTICLE II

ENFORCEMENT OF RULES AND REGULATIONS

- A. The City, through all of its Police Officers, is hereby empowered to enforce the following Housing Authority rules and regulations:
 1. Unauthorized visitors in unoccupied structures of the Housing Authority shall be removed;
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Housing Authority property shall be removed; and
 3. Unauthorized visitors destroying, defacing, or removing Housing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's Police Officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules and regulations, *i.e.* to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its Police Officers, is hereby empowered to enforce the following Housing Authority rule or regulation:

The resident and any visitors to Housing Authority property and premises shall refrain from, and shall cause their household to refrain from parking vehicles in any area other than parking areas designated by Housing Authority management.

With regard to the foregoing rule or regulation, the City's Police Officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.

- C. The City, through its Police Officers, is hereby empowered to enforce such additional Housing Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein shall be construed as permitting or authorizing Police Officers to use any method or act in any manner in violation of any law, regulation, or to Departmental policy or procedure.

ARTICLE III

COMMUNICATIONS, REPORTING, AND EVALUTION

A. Communications

1. Access to information

The City agrees that the Housing Authority will have access to all public information which in any way deals with criminal activity in any of the Housing Authority's Developments. It is further agreed that the City Police Department will provide to the Housing Authority copies of such incident reports, arrest reports, or other public documents, which document or substantiate actual or potential criminal activity in or connected with the Housing Authority Developments. This information will be provided at no cost by the City Police Department on a regular basis in accordance with specific procedures that have been or will be established. The provision of information under this Section is subject to all applicable laws, regulations, and policies.

B. Reporting

1. Forms

The Police Department will require all Assigned Personnel (Police Officers) to complete a daily log provided by the Housing Authority at the conclusion of each shift and forward the original report to the Housing Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Referrals to City/PHA/agencies
- d. Suspicious persons – name and description
- e. Vehicles abandon/towed/stolen
- f. Drug paraphernalia confiscated/found
- g. Arrests/citations of both residents and outsiders to include age, sex, ethnic
- h. Property recovered/stolen
- i. Counseling of residents and visitors
- j. Broken lights/sidewalks
- k. Graffiti
- l. Conflict resolution; *e.g.*, resolved apparent or actual conflict
- m. Vehicle license number of suspicious persons
- n. Weapons violations/seized

2. Media Coordination

The Police Department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Housing Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Housing Authority agree that any evaluation shall include:

1. Hours worked by Police Officers for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. Other (tactical)
2. Response times to targeted communities by City-paid Police Officers and Housing Authority paid Officers by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
3. Comparison of crime and workload in the targeted communities
4. Arrests (to include drug violations)
5. Vehicles towed
6. Positive contracts
7. Referrals
8. Trespassers removed
9. All UCR or NIBRS Reports
10. Calls for service
11. Weapons seized
12. Property stolen
13. Community feedback

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Housing Authority property.

ARTICLE IV

PLAN OF OPERATIONS

- A. The City and the Housing Authority shall prepare a detailed Plan of Operations for use in eliminating drug-related crime. The purpose of the Plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The Plan of Operations will minimally specify the following:

1. Service goals and minimum performance criteria (*e.g.*, a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
 2. Staffing levels;
 3. Responsibilities of key personnel;
 4. Organization and resources, to include personnel, equipment, in-kind support, etc.;
 5. Hours of operation, to encompass schedules of major tasks and activities; and
 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The Plan of Operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by other parties. It is understood that the Housing Authority may request reasonable modification to the initial Plan of Operations as it deems appropriate. The Housing Authority must approve the Plan in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the Plan of Operations, either party may request such an amendment via written notification. The Executive Director of the Housing Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the Plan of Operations.

ARTICLE V

TERM OF CONTRACT

The term of this Contract shall be for twelve (12) months beginning April 1, 2021 and ending March 31, 2022.

ARTICLE VI

COMPENSATION TO THE CITY

- A. The Housing Authority will reimburse the City for services specified in this Contract in a total amount not to exceed **FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00)** over twelve (12) months.
- B. The Housing Authority shall reimburse the Police Department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The City shall provide the following documentation in requesting reimbursement:
 - 1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in Housing Authority Developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
 - 2. Copies of receipts for other allowable communication and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- D. All requests for reimbursement are subject to the approval of the Executive Director, or Deputy Executive Director, and the Housing Authority shall thereafter make payment of the approved amount within thirty (30) days receipt of the request for reimbursement.

ARTICLE VII

TERMINATION

- A. The Housing Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Housing Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- C. Upon termination, the Housing Authority shall pay to the City amounts due for services rendered to the last date that Police services were provided. And thereafter the Housing Authority shall have no further liability.

ARTICLE VIII

NOTICES

Any notices required pursuant to the terms of this Contract shall be sent by United States Postal Service Certified Mail, Return Receipt Requested to the principal place of business of each of the parties thereto, as specified below:

Elmira Housing Authority
Karen Shafer/Executive Director
737D Reservoir Street
Elmira, New York 14905

Elmira Police Department
Joseph Kane/Chief of Police
317 East Church Street
Elmira, New York 14901

ARTICLE IX

CONSTRUCTION LAWS

This Contract is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New York.

ARTICLE X

ENTIRE CONTRACT

The Contract shall consist of the following component parts:

1. This Contract; and
2. Any subsequent addenda agreed to by both parties in writing.

ARTICLE XI

AGREEMENT FOR POLICE SERVICES

In entering into this Contract for Police services, the Elmira Housing Authority acknowledged to the City that for purposes of liability, this Contract and services performed thereunder shall not be construed in any way whatsoever to create a special relationship between the City of Elmira or its Police Department and the Elmira Housing Authority, or any tenant of the Elmira Housing Authority, or tenant's invitees.

[signature page follows]

ELMIRA HOUSING AUTHORITY

Dated: ____/____/2021

By: _____
Patsy DiChiara
Chairperson
Resolution No. 2021 - _____

CITY OF ELMIRA, NEW YORK

Dated: ____/____/2021

By: _____
Daniel J. Mandell, Jr.
Mayor
Resolution No. 2021 - _____

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

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **PATSY DICHARA** to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the City of Elmira, New York; that he is the **Chairperson of the Elmira Housing Authority**, the corporation described in, and which executed the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

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

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL J. MANDELL, JR.**, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Elmira, New York; that he is the **Mayor of the City of Elmira**, the municipal corporation described in, and which executed the within Instrument; that he knows the seal of said municipal corporation; that the seal affixed to said Instrument is such municipal corporate seal; that it was so affixed by resolution of the City Council of said municipal corporation; and that he signed his name thereto by like resolution.

Notary Public

ELMIRA HOUSING AUTHORITY POLICE OFFICER

POSITION DESCRIPTION

This statement establishes the basic job description of a Police Officer assigned to work in the Elmira Housing Authority.

Police Officers funded by and assigned to the Elmira Housing Authority are responsible for the delivery of supplemental Police services to the residents of the Elmira Housing Authority. Specifically, Police Officers are expected to work as community policing officers, including performing the following duties and responsibilities:

1. Respond to calls whenever available, both emergency and non-emergency in nature, involving the Elmira Housing Authority and residents.
2. Engage in proactive policing strategies; develop and maintain rapport with Elmira Housing Authority residents, thus fostering an atmosphere of cooperation, compassion, coordination, peace, and order within the Elmira Housing Authority.
3. Encouraging residents to report any and all suspicious or criminal activities, and suspected/observe abuse or neglect of people, animals, or property.
4. Assist victims and homeless people, referring them to other agencies, when appropriate, for further assistance.
5. Periodically engage in walking or bicycle patrols throughout the shift in all public areas of the Elmira Housing Authority to deter disorder or crime.
6. Work with youth in the Elmira Housing Authority to help them understand and comply with laws and regulations.
7. Work with residents to help clean up the Elmira Housing Authority, including removal of graffiti, trash, and debris.
8. Work with the Elmira Housing Authority Executive Director and resident councils to develop crime prevention programs and youth-oriented programs.
9. Make presentation and speeches to resident or resident organizations and groups as assigned.
10. Remain alert to the emergency needs of residents and visitors, and take the appropriate action to protect life and property.
11. Develop and maintain a working knowledge of judicial and criminal law in the areas of: self-incrimination; right to counsel; arrest; search and seizure; interrogation and confession; and the collection and preservation of evidence.

12. Investigate the activities of suspicious persons, as encountered or upon resident complaint, using standard Police techniques and in conformance with legal requirements to determine the identity, activity, and reason for the presence of the suspicious persons.
13. Issue citations for violations of Elmira Housing Authority regulations and vehicle and local ordinances in conformance with legal requirements and Police Department policies and procedures.
14. Direct vehicle traffic as required to ensure a safe, orderly flow of traffic.
15. Serve warrants or summonses in conformance with legal requirements and Police Department policies and procedures in order to comply with court orders.
16. Interrogate suspects in accordance with legal requirements and Police Department policies and procedures using standard interrogation techniques and strategies.
17. Search individuals and their personal property prior to taking them into custody in compliance with legal requirements and Police Department policies and procedures using standard Police search techniques to ensure the safety of the Police Officer, other Police Department personnel, arrested person, and the residents.
18. Incarcerate arrested persons as required in accordance with legal requirements and Police Department policies and procedures using standard Police techniques in order to detain arrested persons pending further investigation and/or processing through the criminal justice system.
19. Assist in the securing of crime scenes and in the gathering and processing of evidence.
20. Promptly and properly prepare and submit the required reports of the Public Housing Authority and Police Department on each shift.
21. Enforce towing of abandoned or stolen vehicles.
22. Counsel juvenile and adult residents, referring them to the appropriate persons or agencies for further assistance.
23. Assist other Police Officers, as appropriate, accept and adhere to lawful direction and orders issued by a superior Police Officer.
24. Assist prosecuting attorneys in the preparation of court cases and, as required, testify at judicial trials and hearings.

25. Maintain a professional decorum and attitude in all dealings with residents, visitors, superiors, and other Department personnel; conduct personal life in a manner that sets a positive example for residents, especially youths.
26. Maintain good health and physical condition.
27. Operate a Police vehicle within assigned geographic area at the direction of a supervisor or at own discretion according to standard Police techniques and strategies in order to deter and detect criminal activity.
28. Operate closed circuit television (cctv) cameras and monitors in Elmira Housing Authority Developments, as required, for the purpose of deterring criminal activity and arresting violators.
29. Attend training courses, as assigned, to increase and enhance professional knowledge, skills, and ability.
30. Maintain liaison with all Law Enforcement Officers, Elmira Housing Authority Officials, and related agencies' personnel to exchange information and facilitate cooperation efforts.
31. Work in an overtime status as required by the Elmira Housing Authority Executive Director.
32. Provide any service necessary to further the Elmira Housing Authority's mission and objectives that is not restricted by legal or Police Department policy.
33. Perform other duties as assigned.

This position description becomes effective April 1, 2018 and rescinds all previous rules and regulations pertaining to the subject by the Elmira Housing Authority.

APPROVED BY:

ELMIRA HOUSING AUTHORITY

Dated: ____/____/2021

By: _____
Karen Shafer
Executive Director

ELMIRA CITY POLICE DEPARTMENT

Dated: ____/____/2021

By: _____
Joseph J. Kane
Police Chief

Elmira City Council

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

Resolution Number: 2021-96

Sponsor: Council as a Whole

ATTACHMENTS

[03-15-2021 audit \(LEAD\).doc](#)

[Additional information for LEAD Hazard Reduction.doc](#)

March 15, 2021

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2021-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$67,403.50** are hereby audited for payment for the LEAD Hazard Reduction Grant, March 15, 2021.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Relocation Costs	City Chamberlain	Relocation costs for lead program - see attached for client name & address	\$660.00
Relocation Costs	City Chamberlain	Relocation costs for lead program - see attached for client name & address	\$720.00
Other Direct-LEAD Hazard Control	Griffin Construction and client (see attached for Client's name and address)	New LEAD Hazard Control grant	\$43,447.50
Other Direct-Healthy Homes	Griffin Construction and client (see attached for client's name and address)	Healthy Homes portion of new LEAD grant	\$19,906.00
Other Direct-Mortgage Filing Fee	Chemung County Clerk	New LEAD grant mortgage filing fee (see attached for client's name and address)	\$70.00
Payroll Expenses	Payroll	March 18, 2021 payroll to be reimbursed to CDBG- not to exceed:	\$2,600.00
TOTAL			\$67,403.50

Additional information for LEAD Hazard Reduction

Audit Date: March 15, 2021

Payee	Client's Name	Address	Explanation
City Chamberlain	LaQuan Harewood	115 E. Hudson St., Unit 2	Relocation costs for lead program
City Chamberlain	Leon Harris	115 E. Hudson St., Unit 1	Relocation costs for lead program
Griffin Construction & Charles Cerio	Charles Cerio	720 W. Water St.	New LEAD Hazard Control grant
Griffin Construction & Charles Cerio	Charles Cerio	720 W. Water St.	Healthy Homes portion of new LEAD grant
Chemung County Clerk	Charles Cerio	720 W. Water St.	New LEAD grant mortgage filing fee

Elmira City Council

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

Resolution Number: 2021-97

Sponsor: Council as a Whole

ATTACHMENTS

[03-15-2021 audit \(CDBG;HOME\).doc](#)

March 15, 2021

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2021-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$54,380.19** they are hereby audited for payment for the Community Development Block Grant, March 15, 2021.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Soul Ease Massage – CV	Soul Ease Medical Massage	CARES Act CDBG grant – covid related expenses	\$5,000.00
Los Panchos – CV	Los Panchos Mexican Restaurant	CARES Act CDBG grant – covid related expenses	\$1,599.99
NY Sport & Fitness – CV	New York Sport & Fitness	CARES Act CDBG grant – covid related expenses	\$5,000.00
HOME Admin – 43 rd Year	Chemung County Clerk	FTHB Grant - Mortgage recording fee (see attached for client name & address)	\$65.00
Rehab Owner-Occupied 44 th Yr. & Rehab Owner Occupied 45 th Yr.	RK Enterprises & Client (see attached for client name & address)	New CDBG rehab grant	\$16,035.00
Rehab – filing fees	Chemung County Clerk	CDBG Grant – Mortgage recording fee (see attached for client name & address)	\$70.00
Rehab – Office Supplies	H. L. Treu Office Supply	Office Supplies	\$45.20
FTHB Def Grant 45 th Year	Attorney & Client (see attached for client name & address)	New FTHB Grant	\$10,000.00
FTHB Pre-Counseling 45 th Year	Catholic Charities of Chemung/Schuyler	New FTHB Grant (see attached for client name & address)	\$2,000.00

FTHB Pre-Counseling 45 th Year	Snyder Inspection Services	FTHB Grant inspection (see attached for client name and address)	\$500.00
HOME Admin 43 rd Year	Chemung County Clerk	FTHB Grant – Mortgage recording fee (see attached for client name & address)	\$65.00
Rehab- Payroll Admin-Payroll	Payroll	March 18, 2021 payroll not to exceed	\$12,500.00
CARES Act Payroll	Payroll	March 18, 2021 payroll not to exceed	\$1,500.00
TOTAL			\$54,380.19

Elmira City Council

Agenda Summary: Act on Audit.

Resolution Number: 2021-98

Sponsor: Council as a Whole

ATTACHMENTS

[cover sheet.pdf](#)
[backup pt 1.pdf](#)
[backup pt 2.pdf](#)

DATE: March 15, 2021

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:	\$603,403.32
CAPITAL FUNDS:	\$1,706.10
COMMUNITY DEVELOPMENT:	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$605,109.42
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OTHER PAYMENTS:

PAYROLLS W/E March 14, 2021	\$625,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$84,451.50
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$709,451.50
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GRAND TOTAL PAYMENTS:	\$1,314,560.92
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RESOLUTION NO. 2021-

By Councilmember _____

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

\$1,314,560.92

ADOPTED BY THE FOLLOWING VOTE:

AYES-----NAYS

_____	COUNCILMEMBER STERMER	_____
_____	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: 03/15/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	03/15/2021	196890 Accounts Payable	AMAZON CAPITAL SERVICES INC		943.99
	Invoice	Date	Description		Amount
	1KDW-J7L3-FJYV	03/01/2021	LG 42.5" Display Monitor		599.99
	1JYX-HJ4P-QGQC	01/21/2021	Microsoft Webcams		344.00
Check	03/15/2021	196891 Accounts Payable	ASSOCIATION OF NYS YOUTH COURTS		125.00
	Invoice	Date	Description		Amount
	2021	02/25/2021	PREFERRED MEMBER		125.00
Check	03/15/2021	196892 Accounts Payable	BALLAND ENTERPRISES INC.		20.00
	Invoice	Date	Description		Amount
	2021-1820	02/22/2021	fence ties		20.00
Check	03/15/2021	196893 Accounts Payable	BEAM MACK		11.85
	Invoice	Date	Description		Amount
	342278	02/10/2021	TRUCK PARTS/ BLANKET PO		11.85
Check	03/15/2021	196894 Accounts Payable	BRYAN J MAGGS LAW OFFICES, PLLC		9,162.50
	Invoice	Date	Description		Amount
	530,529,531	02/25/2021	LEGAL FEES		9,162.50
Check	03/15/2021	196895 Accounts Payable	CHAMPION FASTENERS		910.03
	Invoice	Date	Description		Amount
	63928+	02/11/2021	BLANKET FOR PARTS/SUPPLIES/HARDWARE		453.55
	64211	02/23/2021	STREETLIGHT SUPPLIES & MATERIALS		32.58
	64033,64226,	02/16/2021	64362 3RD INVOICE		423.90
Check	03/15/2021	196896 Accounts Payable	CHAPEL LUMBER COMPANY		259.00
	Invoice	Date	Description		Amount
	2021-001885	03/22/2021	BLANKET FOR LUMBER AND BUILDING MATERIALS		259.00
Check	03/15/2021	196897 Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT		428,538.99
	Invoice	Date	Description		Amount
	FEBRUARY 2021	02/22/2021	HEALTH INSURANCE		413,925.83
	JAN 2021 ADMIN F	02/22/2021	HEALTH INSURANCE		5,884.64
	FEB 2021	02/22/2021	FEB 2021 ADMIN FEE		8,728.52
Check	03/15/2021	196898 Accounts Payable	CHEMUNG COUNTY REAL PROPERTY		153.09
	Invoice	Date	Description		Amount
	2021 TAX	12/31/2020	COUNTY TAX		153.09
Check	03/15/2021	196899 Accounts Payable	CHEMUNG COUNTY TRANSFER		27,401.00
	Invoice	Date	Description		Amount
	131271+	02/08/2021	GARBAGE REFUSE DUMP FEES/CITY HERITAGE		16,671.00
	131272+	02/08/2021	GARBAGE/REFUSE DUMP FEES-ELMIRA HEIGHTS		1,199.44
	131304	02/15/2021	CUST#TI-00038		1,386.50
	131350+	02/22/2021	GARBAGE REFUSE DUMP FEES/CITY HERITAGE		7,479.96
	131351	02/22/2021	GARBAGE/REFUSE DUMP FEES-ELMIRA HEIGHTS		664.10
Check	03/15/2021	196900 Accounts Payable	CHEMUNG COUNTY TREASURER		36.00

	Invoice	Date	Description	Amount
	3/1/21	02/25/2021	ZONING MAP SIZE "E"	36.00
Check	03/15/2021	196901 Accounts Payable	CHEMUNG SUPPLY CORPORATION	545.76
	Invoice	Date	Description	Amount
	006129	02/08/2021	MISC. PARTS - SNOW PLOWS RFB#2090 BLANKET PO	545.76
Check	03/15/2021	196902 Accounts Payable	COOK BROTHERS	292.51
	Invoice	Date	Description	Amount
	1299416,1295822	02/12/2021	PARTS/EQUIPMENT - BLANKET PO FLEET	292.51
Check	03/15/2021	196903 Accounts Payable	CYLINDER SERVICES INC.	557.51
	Invoice	Date	Description	Amount
	69684	02/10/2021	PLOW REPAIR/CYLINDER,MOTOR	557.51
Check	03/15/2021	196904 Accounts Payable	ELM CHEVROLET CO. INC.	139.65
	Invoice	Date	Description	Amount
	81026,81522,	01/29/2021	81439 3RD INVOICE	139.65
Check	03/15/2021	196905 Accounts Payable	ELMIRA CITY CHAMBERLAIN	4,108.53
	Invoice	Date	Description	Amount
	2021 TAXES	02/16/2021	CITY TAXES	4,108.53
Check	03/15/2021	196906 Accounts Payable	FERRARIO FORD LINCOLN MERCURY	115.90
	Invoice	Date	Description	Amount
	81362	01/19/2021	MISC. MANUF PARTS - BLANKET PO	115.90
Check	03/15/2021	196907 Accounts Payable	FIRST UNUM LIFE	1,258.30
	Invoice	Date	Description	Amount
	3/1/2021	02/25/2021	POLICY#0461381-001	647.70
	DUE 3/1/21	02/25/2021	POLICY #04614561-001	610.60
Check	03/15/2021	196908 Accounts Payable	FREY THE WHEELMAN	27.58
	Invoice	Date	Description	Amount
	4124912	02/05/2021	GENL PARTS/HARDWARE-BLANKET PO	27.58
Check	03/15/2021	196909 Accounts Payable	GOODYEAR	588.20
	Invoice	Date	Description	Amount
	209742	02/23/2021	TIRES/REPAIRS- BLANKET PO	588.20
Check	03/15/2021	196910 Accounts Payable	HORIZON SOLUTIONS CORP.	1,024.00
	Invoice	Date	Description	Amount
	5311917+	02/11/2021	BLANKET FOR ELECTRICAL SUPPLIES FOR STREETLIGHTS	1,024.00
Check	03/15/2021	196911 Accounts Payable	I. D. BOOTH, INC.	1,444.48
	Invoice	Date	Description	Amount
	444120+	02/10/2021	OPEN PO FOR ELECTRICAL SUPPLIES	694.52
	432101+	02/01/2021	BLANKET FOR PARTS, SUPPLIES, HARDWARE	716.12
	435435	02/09/2021	BLANKET FOR ELECTRICAL SUPPLIES	12.14
	441876	02/23/2021	BLANKET FOR PARTS, SUPPLIES, HARDWARE	21.70
Check	03/15/2021	196912 Accounts Payable	INTEGRATED SYSTEMS	499.00
	Invoice	Date	Description	Amount
	17771	01/04/2021	MCKINNON PARK CAMERA	499.00
Check	03/15/2021	196913 Accounts Payable	INTEGRATED SYSTEMS	494.00
	Invoice	Date	Description	Amount
	17995	02/25/2021	Access Control Cards	494.00
Check	03/15/2021	196914 Accounts Payable	IPS GROUP, INC	2,904.95
	Invoice	Date	Description	Amount
	INV57128	01/31/2021	JAN 2021	2,904.95
Check	03/15/2021	196915 Accounts Payable	JAMES J TURCSI, JR.	2,576.09
	Invoice	Date	Description	Amount
	W/E 3/21/21	02/25/2021	PAYROLL	2,273.70
	3/3/21	02/25/2021	COMMISSION	302.39

Check	03/15/2021	196916	Accounts Payable	Jhdesign	92.63
	Invoice		Date	Description	Amount
	9291		02/11/2021	vehicle update (203 to 208)	92.63
Check	03/15/2021	196917	Accounts Payable	JULIE REESE	1,100.00
	Invoice		Date	Description	Amount
	942-30		02/25/2021	SOUTHPORT HORSES HAY - MARCH & APRIL	1,100.00
Check	03/15/2021	196918	Accounts Payable	LAFRANCE EQUIPMENT CORP.	5.00
	Invoice		Date	Description	Amount
	0060718-IN		02/11/2021	ANNUAL EXTINGUISHER INSPECTION	5.00
Check	03/15/2021	196919	Accounts Payable	LAKE ROAD ANIMAL HOSPITAL	660.42
	Invoice		Date	Description	Amount
	158157		02/25/2021	CLIENT ID#4366	660.42
Check	03/15/2021	196920	Accounts Payable	LAZ PARKING MGMT.LTD	9,086.74
	Invoice		Date	Description	Amount
	INV0078736		02/22/2021	CUST#59001162	9,086.74
Check	03/15/2021	196921	Accounts Payable	LINDSEY LAWN & GARDEN, INC.	86.71
	Invoice		Date	Description	Amount
	843388+		02/19/2021	JOHN DEERE PARTS/BLANKET PO	86.71
Check	03/15/2021	196922	Accounts Payable	LOWE'S COMPANIES, INC.	13.76
	Invoice		Date	Description	Amount
	015533		03/01/2021	BLANKET FOR LUMBER & BUILDNG MATERIALS	13.76
Check	03/15/2021	196923	Accounts Payable	MEDICAL WAREHOUSE	1,867.13
	Invoice		Date	Description	Amount
	206192		02/16/2021	MEDICAL WAREHOUSE EMS Supplies	1,867.13
Check	03/15/2021	196924	Accounts Payable	MIDLAND APPRAISAL ASSOCIATES, INC.	9,300.00
	Invoice		Date	Description	Amount
	r20017		03/02/2021	TG-COTOPS v City Assessor, et. al - Tax Certiorari Case	9,300.00
Check	03/15/2021	196925	Accounts Payable	MONROE TRACTOR	10.96
	Invoice		Date	Description	Amount
	P42837		01/21/2021	MOWER/TRACTOR PARTS BLANKET PO	10.96
Check	03/15/2021	196926	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	2,882.39
	Invoice		Date	Description	Amount
	IN1548124		02/08/2021	MES SCBA Repair BPO	63.97
	IN1551272		02/18/2021	MES SCBA flow tests	2,818.42
Check	03/15/2021	196927	Accounts Payable	NAPA AUTO PARTS	3,483.83
	Invoice		Date	Description	Amount
	JUNE 2020		03/05/2021	CONSIGNMENT ACCOUNT 5408667	3,483.83
Check	03/15/2021	196928	Accounts Payable	NAPA AUTO PARTS	981.04
	Invoice		Date	Description	Amount
	6718024248+		02/04/2021	PARTS/BLANKET PO/SOURCEWELL CONTRACT	981.04
Check	03/15/2021	196929	Accounts Payable	NOCO	11,974.71
	Invoice		Date	Description	Amount
	12025688+		02/17/2021	FUEL - BLANKET PO RFB# 2201	11,974.71
Check	03/15/2021	196930	Accounts Payable	NYSEG	29,452.80
	Invoice		Date	Description	Amount
	2/15/21		02/15/2021	ACCT#1901-0154-003	27,419.73
	2-15-21		02/15/2021	ACCT#1901-0000-214	2,033.07
Check	03/15/2021	196931	Accounts Payable	PARMENTER MOTORS, INC.	774.44
	Invoice		Date	Description	Amount
	124569,124925		02/03/2021	125105 3RD INVOICE	549.44
	2/19 STATEMENT		02/25/2021	TOWING	225.00

Check	03/15/2021	196932	Accounts Payable	PAWS OF NY	334.00
	Invoice		Date	Description	Amount
	2/23/21		02/23/2021	ACCT#126	334.00
Check	03/15/2021	196933	Accounts Payable	PEOPLEREADY INC	3,086.83
	Invoice		Date	Description	Amount
	26379193+		01/25/2021	TEMP SERVICES	3,086.83
Check	03/15/2021	196934	Accounts Payable	PERRY & CARROLL, INC.	5,090.00
	Invoice		Date	Description	Amount
	2/19/21		01/21/2021	POLICY #PE-4637175-02	1,000.00
	401792		02/25/2021	POLICY 79933U211ALI	4,090.00
Check	03/15/2021	196935	Accounts Payable	PITNEY BOWES	21.00
	Invoice		Date	Description	Amount
	1017318748		01/27/2021	RENTAL INVOICE	21.00
Check	03/15/2021	196936	Accounts Payable	POINT SPRING & DRIVESHAFT CO.	1,593.27
	Invoice		Date	Description	Amount
	116315+		01/04/2021	HEAVY DUTY TRUCK PARTS/ RFB# 2077R	1,593.27
Check	03/15/2021	196937	Accounts Payable	POSTLER & JAECKLE	13,068.75
	Invoice		Date	Description	Amount
	2086953+		02/15/2021	HVAC MAINTENANCE & PLUMBING CONTRACT	13,068.75
Check	03/15/2021	196938	Accounts Payable	POSTMASTER	226.00
	Invoice		Date	Description	Amount
	BOX #876		02/25/2021	RENEWAL FEE	226.00
Check	03/15/2021	196939	Accounts Payable	PRAXAIR DISTRIBUTION, INC.	160.92
	Invoice		Date	Description	Amount
	61809477		02/13/2021	BLANKET FOR WELDING SUPPLIES	70.94
	61954827		02/22/2021	WELDING SUPPLIES - BLANKET PO	89.98
Check	03/15/2021	196940	Accounts Payable	R S PARKER LANDSCAPING	10,080.00
	Invoice		Date	Description	Amount
	8667		02/03/2021	J&D ABATEMENTS	10,080.00
Check	03/15/2021	196941	Accounts Payable	REGIONAL INTERNATIONAL	375.00
	Invoice		Date	Description	Amount
	011160879P		12/02/2020	SHAFT	375.00
Check	03/15/2021	196942	Accounts Payable	ROBERT TROPEANO	165.00
	Invoice		Date	Description	Amount
	165.00		02/25/2021	TRAINING	165.00
Check	03/15/2021	196943	Accounts Payable	S V MOFFETT CO INC	209.01
	Invoice		Date	Description	Amount
	01-293010		01/28/2021	B&G JACOBSEN REPAIRS-AUTHORIZED DEALER	209.01
Check	03/15/2021	196944	Accounts Payable	SAM'S CLUB DIRECT	167.60
	Invoice		Date	Description	Amount
	3957 06431		02/25/2021	SUPPLIES	167.60
Check	03/15/2021	196945	Accounts Payable	SIMMONS ROCKWELL	149.38
	Invoice		Date	Description	Amount
	1-31-21		01/31/2021	ACCT#5662M	6.42
	91803		02/24/2021	MANUF. PARTS AS NEEDED-BLANKET PO	142.96
Check	03/15/2021	196946	Accounts Payable	SIMMONS ROCKWELL	9.98
	Invoice		Date	Description	Amount
	1/31/21		01/31/2021	ACCT#5662D	9.98
Check	03/15/2021	196947	Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	52.93
	Invoice		Date	Description	Amount
	73527 & 73526		02/25/2021	Office Supplies	52.93
Check	03/15/2021	196948	Accounts Payable	SOUTHERN TIER SENTRY	422.35

HARDWARE

	Invoice	Date	Description	Amount
	73741+	02/19/2021	BLANKET PO FOR PARTS, HARDWARE, & TOOLS	331.49
	73857	03/01/2021	BLANKET FOR MISC SUPPLIES AND HARDWARE	12.99
	73736+	02/18/2021	BLANKET FOR MISC SUPPLIES AND HARDWARE	43.90
	73830	02/25/2021	SO TIER SENTRY Various Hardware BPO	5.99
	73761	02/22/2021	MISC SUPPLIES-STREET MNT BLANKET PO	27.98
Check	03/15/2021	196949 Accounts Payable	STAPLES BUSINESS ADVANTAGE	139.98
	Invoice	Date	Description	Amount
	3469967081	02/19/2021	CUST#RCH 1004277	139.98
Check	03/15/2021	196950 Accounts Payable	STAR GAZETTE	282.06
	Invoice	Date	Description	Amount
	3/1/21	02/25/2021	AD#0004608079	12.48
	0003737763	02/28/2021	ACCT#204437	194.02
	AD#0004609233	02/25/2021	ACCT#BGM-160067	75.56
Check	03/15/2021	196951 Accounts Payable	THOMPSON & JOHNSON EQUIPMENT, INC.	858.12
	Invoice	Date	Description	Amount
	785129,783753	02/24/2021	783327 3RD INVOICE	858.12
Check	03/15/2021	196952 Accounts Payable	TIME WARNER CABLE	105.43
	Invoice	Date	Description	Amount
	855263901021121	02/11/2021	YEARLY CABLE AT MTGC/ 202-855263901-001	94.95
	836270002021721	02/17/2021	ACCT#202-836270002-001	10.48
Check	03/15/2021	196953 Accounts Payable	TWIN TIER PAINT WALLCOVERING	649.98
	Invoice	Date	Description	Amount
	47146+	02/22/2021	BLANKET FOR PAINT AND SUPPLIES	649.98
Check	03/15/2021	196954 Accounts Payable	UniFirst Corporation	434.07
	Invoice	Date	Description	Amount
	051-3234337+	01/28/2021	FLOOR MATS FOR BUILDINGS	224.50
	0513238829+	02/11/2021	LAUNDRY SERVICE - BLANKET PO	209.57
Check	03/15/2021	196955 Accounts Payable	VAL-U TOWING	180.00
	Invoice	Date	Description	Amount
	0623/0624	02/19/2021	TOWING	180.00
Check	03/15/2021	196956 Accounts Payable	VASCO BRANDS, INC.	229.96
	Invoice	Date	Description	Amount
	125802+	02/08/2021	BLANKET FOR JANITORIAL SUPPLIES FOR CITY BUILDINGS	139.40
	126091	02/24/2021	BLANKET FOR JANITORIAL SUPPLIES FOR CITY BUILDINGS	90.56
Check	03/15/2021	196957 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	117.98
	Invoice	Date	Description	Amount
	1345	02/25/2021	ACCT#652-110-359-0001-38	117.98
Check	03/15/2021	196958 Accounts Payable	VIKING CIVES (USA)	333.41
	Invoice	Date	Description	Amount
	4504553	02/22/2021	TRUCK / ENGINE PARTS - BLANKET PO FLEET	333.41
Check	03/15/2021	196959 Accounts Payable	W. W. GRAINGER	20.14
	Invoice	Date	Description	Amount
	9796263813	02/04/2021	GRAINGER F/M Flashlight	20.14
Check	03/15/2021	196960 Accounts Payable	W. W. GRAINGER	74.93
	Invoice	Date	Description	Amount
	74.93	02/05/2021	STREETLIGHT SUPPLIES & MATERIALS	74.93
Check	03/15/2021	196961 Accounts Payable	WARD APPARATUS LLC	2,828.03
	Invoice	Date	Description	Amount
	1103	02/22/2021	WARD 651 Required Repairs	795.12
	1104	02/25/2021	WARD 633 Receptacles	1,601.09

	5519	02/25/2021	WARD Filter	431.82
Check	03/15/2021	196962 Accounts Payable	WILLIAMS OIL CO., INC.	644.20
	Invoice	Date	Description	Amount
	620386,621366	02/19/2021	OIL/LUBRICANTS - BLANKET PO	644.20
Check	03/15/2021	196963 Accounts Payable	XEROX CORPORATION	232.56
	Invoice	Date	Description	Amount
	503822458	02/03/2021	CUST#954822383	114.68
	503822180	02/03/2021	CUST#954633640	117.88
Check	03/15/2021	196964 Accounts Payable	ZERO9 HOLSTERS	2,429.75
	Invoice	Date	Description	Amount
	2246	02/20/2021	uniform items	2,429.75
Check	03/15/2021	196965 Accounts Payable	ALBERT TALADA JR	80.63
	Invoice	Date	Description	Amount
	TM#89.15-2-13	03/05/2021	TAX OVERPAYMENT	80.63
Check	03/15/2021	196966 Accounts Payable	ESTATE OF ELIZABETH ALCHIMOWICZ	1,604.40
	Invoice	Date	Description	Amount
	2/25/21	02/25/2021	INSURANCE OVERPAYMENT	1,604.40
Check	03/15/2021	196967 Accounts Payable	JUSTIN HOWE	100.00
	Invoice	Date	Description	Amount
	2/22/21	02/25/2021	ABATEMENT REIMBURSEMENT	100.00
Check	03/15/2021	196968 Accounts Payable	MICHAEL LANG	100.00
	Invoice	Date	Description	Amount
	EC#0895-21	02/25/2021	IMPOUND OVERPAYMENT	100.00
Check	03/15/2021	196969 Accounts Payable	MIKE ZANNELLA	345.60
	Invoice	Date	Description	Amount
	EST ID 8480	02/25/2021	PROPERTY DAMAGE	345.60
Check	03/15/2021	196970 Accounts Payable	RONDA ROGERS	14.60
	Invoice	Date	Description	Amount
	TM#99.11-9-3	02/25/2021	TAX OVERPAYMENT	14.60
Check	03/15/2021	196971 Accounts Payable	U-SAVE TOWING & RECOVERY	375.00
	Invoice	Date	Description	Amount
	31418	02/25/2021	MVA TOW FROM BINGHAMTON	375.00
Check	03/15/2021	196972 Accounts Payable	WESTERN NEW YORK LAW ENFORCEMENT HELPLINE	100.00
	Invoice	Date	Description	Amount
	4/16-4/17 TRAIN	02/25/2021	TD 8/2021 TROPEANO TRAINING	100.00

GENERAL FUND GENERAL FUND Totals: Transactions: 83 \$603,403.32

Checks: 83 \$603,403.32

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 03/15/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	03/15/2021	104355 Accounts Payable	BLACKBURN MANUFACTURING COMPANY		1,706.10
	Invoice	Date	Description		Amount
	0639678-IN	02/23/2021	MARKING PAINT-ROAD PROGRAM		1,706.10
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 1		\$1,706.10
Checks:		1	\$1,706.10		

HAND CHECKS DETAILS
CAPITAL HAND CHECKS DETAIL

\$84,451.50
\$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 03/03/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	03/03/2021	196887 Accounts Payable	AMARI HADLOCK		82.50
	Invoice	Date	Description		Amount
	Meals Per Diem	03/02/2021	3/8 & 3/9 Training		82.50
Check	03/03/2021	196888 Accounts Payable	STEVEN NICKERSON		82.50
	Invoice	Date	Description		Amount
	Meals Per Diem	03/02/2021	3/8 & 3/9 Training		82.50
Check	03/03/2021	196889 Accounts Payable	TRISTAN HILLMAN		82.50
	Invoice	Date	Description		Amount
	Meals Per Diem	03/02/2021	3/8 & 3/9 Training		82.50
GENERAL FUND GENERAL FUND Totals:			Transactions: 3		\$247.50
Checks:	3		\$247.50		

Elmira City Council



Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2021-99

Sponsor: Mark Franchi

ATTACHMENTS

[Adjournment March 15.docx](#)

March 15, 2021

RESOLUTION

NO. 2021 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, March 29, 2021, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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