

APPROVAL OF MINUTES

2021-112
Nick Grasso

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, March 29, 2021.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PERSONNEL ACTIONS

2021-113
Council as a Whole

Receive communication from the City Manager and act on resolution announcing the Personnel Actions for the City of Elmira, whereby Christopher M. Coats, Elmira Heights, NY, as been hired as a Solid Waste Specialist II, in the Department of Public Works, effective March 15, 2021, at an annual salary of \$37,169; and Thomas J. Sullivan has elected to retire from his position as Parking Enforcement Officer, effective March 27, 2021.

2021-114
Council as a Whole

Act on resolution extending appreciation to Thomas J. Sullivan for his 21 years of service to the City of Elmira as a Parking Enforcement Officer and wish him well in his future.

RESOLUTIONS

2021-115
Council as a Whole

Resolution Authorizing the Mayor to Execute Community Development Block Grant Subrecipient Agreements for the CARES ACT.

2021-116
Brent Stermer

Act on resolution designating a Polling Place and appointing Election Inspectors pursuant to the Water Department Act of 1950 for the purpose of electing one (1) Water Commissioner for a 5 year term, said election to be held on June 1, 2021.

AGREEMENTS

2021-117
Joseph Duffy

Receive communication from the City Manager and act on resolution rescinding Resolution No. 2021-95 and approving the renewal of the agreement with the Elmira Housing Authority (EHA) for supplemental police services for the year retroactive from April 1, 2021 through March 31, 2022 for which EHA will pay the City the annual sum of \$51,760.00 and authorizing the Mayor to execute the renewal agreement; said agreement subject to Corporation Counsel approval.

2021-118
Council as a Whole

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the Town of Ashland and the City whereby the City's Animal Control Department will provide animal control services as needed in accordance with enforcement of Articles 7 and 26 of the Agriculture and Markets Law; said services shall be at the cost of \$6,283.00 annually to be paid by the Town in monthly installments of \$523.59 commencing May 1, 2021 and expiring April 30, 2022; said agreement subject to Corporation Counsel approval.

2021-119
Council as a Whole

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the Town of Catlin and the City whereby the City's Animal Control Department will provide animal control services as needed in accordance with enforcement of Articles 7 and 26 of the Agriculture and Markets Law; said services shall be at the cost of \$9,600.00 annually to be paid by the Town in monthly installments of \$800.00 commencing May 1, 2021 and expiring April 30, 2022; said agreement subject to Corporation Counsel approval.

2021-120
Mayor Mandell

Receive communication from the City Manager and act on resolution approving a Merchant Processing Agreement by Payroc Payment Systems, LLC in conjunction with a previously approved iWorQ Systems, Inc. software purchase to be utilized by the Code Department for collection of fees made to Code and authorizing the Mayor to execute the Merchant Processing Agreement; said agreement subject to Corporation Counsel approval.

2021-121
Mayor Mandell

Receive communication from the City Manager and act on resolution approving the leasing of five new 2021 Ford vehicles from Enterprise Fleet Management, Inc./Enterprise FM Trust utilizing Chemung County's cooperative contract with Sourcewell and authorizing the Mayor to sign all required documents to effect the leases; said leases subject to Corporation Counsel approval.

AUDITS

2021-122
Council as a Whole

Act on Lead Hazard Reduction Grant Program Audit.

2021-123
Council as a Whole

Act on Downtown Revitalization Initiative Program Audit.

2021-124
Council as a Whole

Act on Community Development Block Grant Program Audit.

2021-125
Council as a Whole

Act on Audit.

SECOND PUBLIC COMMENT PORTION

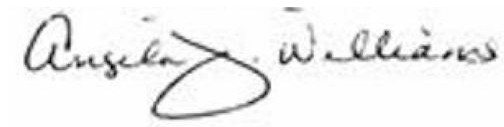
CITY MANAGER REPORT

ADJOURN

2021-126
Mark Franchi

Act on resolution to adjourn.

Respectfully Submitted,



Angela J. Williams
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, March 29, 2021.
Resolution Number:	2021-112
Sponsor:	Nick Grasso

ATTACHMENTS

[Beginning Apr 12.docx](#)

April 12, 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 12th day of April, 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 Regular Meeting of this Council held March 29, 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:

Receive communication from the City Manager and act on resolution announcing the Personnel Actions for the City of Elmira, whereby Christopher M. Coats, Elmira Heights, NY, as been hired as a Solid Waste Specialist II, in the Department of Public Works, effective March 15, 2021, at an annual salary of \$37,169; and Thomas J. Sullivan has elected to retire from his position as Parking Enforcement Officer, effective March 27, 2021.

Resolution Number:

2021-113

Sponsor:

Council as a Whole

ATTACHMENTS

[Personnel Actions April 12.docx](#)

April 12, 2021

**FOR THE AGENDA
COMMUNICATION**

To The Honorable Mayor and Councilmembers

Dear Councilmembers:

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

CHRISTOPHER COATS M.

Elmira Heights, NY, has been hired as a Solid Waste Specialist II, in the Department of Public Works, effective March 15, 2021 at an annual salary of \$37,169.

SULLIVAN, THOMAS J.

has elected to retire from his position as Parking Enforcement Officer, effective March 27, 2021.

Respectfully submitted,

P. Michael Collins
City Manager

April 12, 2021

RESOLUTION

2021 - ____

By Councilmember: _____

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Christopher M. Coats has been hired as a Solid Waste Specialist II in the Department of Public Works, effective March 15, 2021, at an annual salary of 37,169; and Thomas J. Sullivan has elected to retire from his position as a Parking Enforcement Officer, effective March 27, 2021; and be it further

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

ADOPTED BY THE FOLLOWING VOTE

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

Elmira City Council

Agenda Summary: Act on resolution extending appreciation to Thomas J. Sullivan for his 21 years of service to the City of Elmira as a Parking Enforcement Officer and wish him well in his future.

Resolution Number: 2021-114

Sponsor: Council as a Whole

ATTACHMENTS

[Employee Thank You -Tom Sullivan.docx](#)

April 12, 2021

RESOLUTION

NO. 2021 - ____

By Councilmember:_____

WHEREAS, Thomas J. Sullivan has elected to retire from his position as Parking Enforcement Officer, effective March 27, 2021; and

WHEREAS, Thomas J. Sullivan began working for the City of Elmira, on March 27, 2000; and

WHEREAS, Thomas J. Sullivan has been a dedicated and conscientious employee for the City of Elmira for the past 21 years.

NOW, THEREFORE, be it

RESOLVED, that the Elmira City Council hereby extend its appreciation to Thomas J. Sullivan for his services rendered to the City of Elmira and wishes him well in the future.

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:

Resolution Authorizing the Mayor to Execute Community Development Block Grant Subrecipient Agreements for the CARES ACT.

Resolution Number:

2021-115

Sponsor:

Council as a Whole

ATTACHMENTS

[Resolution for Mayor to enter in small business cont. FY 2020-2021 CARES - 2021 04-12.docx](#)

April 12, 2021

RESOLUTION NO. 2021- _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENTS FOR THE CARES ACT

By Councilmember:

WHEREAS, the City Council of the City of Elmira, New York, by Resolution # 2020-156, dated August 17, 2020 authorized the submission of the City's CARES ACT Community Development Block Grant (CDBG) Award; and

WHEREAS, said application included the allocation of a portion of funds received by the City from HUD to certain subrecipients to carry out eligible activities, subject to approval of the Annual Action Plan by HUD; and

WHEREAS, the City was notified that HUD approved the Annual Action Plan subject to compliance with the Environmental Review Procedures set forth in 24 CFR Part 58; and

WHEREAS, the City of Elmira has completed a Programmatic Environmental Review for the CARES ACT projects and activities set forth in the plan and has determined that the proposed projects and activities will not have an adverse impact on the environment and no further review is needed at this time; and

WHEREAS, in order to implement and undertake the programs and activities contained in the application to HUD, it is necessary for the City to enter into Subrecipient Agreements with the following organizations in the amounts specified below:

General Covid-19 PPE Grant:

PC Solutions	\$ 2,000
Swarthout's Bait & Tackle	\$ 2,700

Capital Improvements Grant:

Bernie Murray's	\$ 6,000
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NOW, THEREFORE, be it

RESOLVED, that the Mayor is hereby authorized and directed to execute Subrecipient Agreements with the above referenced organizations in amounts not to exceed those specified and that said agreements are 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	
	<u>Mayor Mandell</u>	

Elmira City Council

Agenda Summary: Act on resolution designating a Polling Place and appointing Election Inspectors pursuant to the Water Department Act of 1950 for the purpose of electing one (1) Water Commissioner for a 5 year term, said election to be held on June 1, 2021.

Resolution Number: 2021-116

Sponsor: Brent Stermer

ATTACHMENTS

[2021 Water Board Election Inspectors Resolution.doc](#)

April 12, 2021

RESOLUTION

NO. 2021_____

By Councilmember: _____

RESOLVED, that pursuant to the Water Department Act of 1950, the Council of the City of Elmira hereby designates the first-floor conference room of the Steele Memorial Library, at 101 East Church Street, Elmira, N.Y. as a convenient and central place in the City in which shall be held an election on Tuesday, June 1, 2021.

The purpose of electing one (1) Water Commissioner, who will be elected for a period of five (5) years, with term expiring June, of 2026.

The Polling place shall be open between 8:00AM and 5:00PM (EDST) and that all resident taxpayers of the City of Elmira of the age of eighteen and over, whose name appears on the Assessment Roll made by the Assessor of the City of Elmira, shall be entitled to vote, be it further

RESOLVED, that Roxanne Brown-Sinclair 106 Parker Circle, Elmira N.Y. 14901, Lori Adams 113 Cherrywood Manor Drive, Elmira, N.Y. 14904 and Debra Pietro 371 East Warren Street, Elmira, N.Y. 14901 are appointed Inspectors of Election as provided by the Water Department Act; and be it further

RESOLVED, that the City Clerk be and she hereby is directed to give Public Notice of such election as provided by the City Charter.

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 the City Manager and act on resolution rescinding Resolution No. 2021-95 and approving the renewal of the agreement with the Elmira Housing Authority (EHA) for supplemental police services for the year retroactive from April 1, 2021 through March 31, 2022 for which EHA will pay the City the annual sum of \$51,760.00 and authorizing the Mayor to execute the renewal agreement; said agreement subject to Corporation Counsel approval.
Resolution Number:	2021-117
Sponsor:	Joseph Duffy

ATTACHMENTS

[resolution elmira housing supp law enforcement coop agmt 2021-2022 rescinds 2021-95 reducing annual cost 4.12.2021.doc](#)
[elmira housing authority police services renewal 2021-2022 agmt.docx](#)

April 12, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2021-95, the Council approved the renewal of the agreement with the Elmira Housing Authority for supplemental police services for the year April 1, 2021 through March 31, 2022. Said agreement provided that the Housing Authority would pay the City the annual sum of \$55,000.00. The Housing Authority, by its Director Karen Shafer, has requested that the annual fee be \$51,760.00 representing no increase in the contract price for the previous year April 1, 2020 through March 31, 2021.

The following resolution rescinds Resolution No. 2021-95, provides for renewal of the agreement at a fee of \$51,760.00 for the year retroactive from April 1, 2021 through March 31, 2022 and authorizes the Mayor to execute the renewal agreement with the Elmira Housing Authority for said services.

Respectfully yours,

P. Michael Collins
City Manager

April 12, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the rescission of Resolution No. 2021-95 and further providing for the renewal of the agreement between the City and the Elmira Housing Authority, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby rescind Resolution No. 2021-95; and be it further

RESOLVED, that the City Council hereby approves the renewal of the agreement with the Elmira Housing Authority for supplemental police services for the year retroactive from April 1, 2021 through March 31, 2022 for which the Housing Authority shall pay the City the annual sum of \$51,760.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the renewal agreement; 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 THREE HUNDRED THIRTEEN DOLLARS and THIRTY-THREE CENTS (\$4,313.33)** 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 dispossession 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 if 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-ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$51,760.00)** 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

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the Town of Ashland and the City whereby the City's Animal Control Department will provide animal control services as needed in accordance with enforcement of Articles 7 and 26 of the Agriculture and Markets Law; said services shall be at the cost of \$6,283.00 annually to be paid by the Town in monthly installments of \$523.59 commencing May 1, 2021 and expiring April 30, 2022; said agreement subject to Corporation Counsel approval.

Resolution Number: 2021-118

Sponsor: Council as a Whole

ATTACHMENTS

[resolution Ashland animal control services 2021-2022 agmt 4.12.2021.doc](#)
[2021-2022 Ashland animal control services.doc](#)

April 12, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Ashland wishes to enter into another Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Ashland. In addition, the Town has requested the City Animal Control Department to provide housing for Town dogs brought to the City. The Town has agreed to pay the City the annual amount of \$6,283.00 for these services commencing on May 1, 2021 and expiring April 30, 2022.

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

Respectfully yours,

P. Michael Collins
City Manager

April 12, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

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

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Ashland and the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Ashland; said services shall be at a cost of \$6,283.00 annually to be paid by the Town of Ashland in monthly installments of \$523.59 commencing on May 1, 2021 and expiring on April 30, 2022; 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	

**INTERMUNICIPAL AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into on the ____ day of _____, 2021, by and between

TOWN OF ASHLAND, a New York municipal corporation,
with offices located at 3663 Sixth Street, Wellsburg, NY
14894 (hereinafter referred to as “Town”)

and

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

WHEREAS, Articles 7 and 26 of the Agriculture and Markets Law of the State of New York require the Town to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack and damage; and

WHEREAS, the City currently employs animal control officers to perform such services for the City; and

WHEREAS, the Town and City desire to establish an agreement in which the Town utilizes the services of the City to perform certain animal control services; and

WHEREAS, this Agreement is in the best interest of the Town and the City because it promotes shared services in an effort to reduce costs to both municipalities; and

WHEREAS, Section 119-o of the General Municipal Law authorizes municipalities to engage in cooperative activities;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. City to Provide Animal Control Services.

A. The City shall provide animal control services for the Town. Services shall include: responding to dog-related calls, investigating complaints and violations, impounding dogs, issuing legal process, generating reports and all other

enforcement activities required by Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. The City will not provide enumeration or any type of enumeration service to the Town under this contract. The City will provide services to the Town on a complaint generated basis. The services are aimed at improving the quality of life in the community by consistent fair enforcement, supporting other law enforcement, identifying specific community needs, developing tailored and targeted educational programs and providing a professional and highly visible presence.

B. The City will also provide care, housing, euthanization and humane disposal services as may be required and/or requested for any dogs brought to or referred to the City from the Town. After the passage of any holding period as may be required by statute, rule, regulation or local law, resolution, or ordinance, the Town will surrender any rights to the dog and the City will take the sole possession of the dog. The current required holding period for dogs impounded is five (5) days for unidentified dogs and seven (7) days for identified dogs whose owner(s) has been notified personally, and nine (9) days for identified dogs whose owner(s) has been notified by mail. Impound, redemption and/or adoption fees will be set by the City and will be collected and retained by the City. The City Animal Shelter is located at 842 Linden Place Extension, Elmira, New York.

2. Compliance With Laws; Inspections of Records. The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Articles 7 and 26 of the Agriculture and Markets Law. The Town Supervisor, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of dog-related calls within the Town's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. Nature of Relationship. The City is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance. The

Town will notify licensed dog owners of their responsibility to renew the dog license annually.

4. **Training.** The City shall be responsible for training of its personnel with regard to investigation practices and procedures, proper handling of dogs and proper procedure under the Criminal Procedure Law, the Civil Practice Laws and Rules and Agriculture and Markets Law.

5. **Issuing Tickets.** City animal control personnel shall investigate matters pursuant to established policies and procedures and issue the appropriate legal process necessary to enforce Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. Upon the request of the Town Clerk, the animal control officers shall serve appearance tickets on dog owners who have failed to renew their dog license.

6. **Reports.** City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any dog. Such records shall include, but not be limited to, the description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owners name and address, if known. The City shall file and maintain such records for not less than three (3) years following the creation of such record and shall make such reports available to the Town Supervisor, or his designee, and the Commissioner of Agriculture of the State of New York.

7. **Court Appearances.** The City agrees to make its animal control officers available for all necessary court appearances to assist in the prosecution of cases in the Town. The animal control officers shall coordinate court appearances with the prosecuting attorney as necessary.

8. **Personnel.** The City shall be responsible for providing sufficient trained personnel to respond to all animal control matters in the Town twenty-four (24) hours a day and seven (7) days a week.

9. **Payment/Term.** The Town shall pay the sum of Six Thousand Two Hundred Eighty-Three and 00/100 Dollars (\$6,283.00) annually, payable in monthly installments of Five Hundred Twenty-Three and 59/100 Dollars (\$523.59), for the period

of May 1, 2021 through April 30, 2022. Any services that are related to farm or domestic animals as defined by the New York Agriculture and Markets Law which require additional funding for their care will be the sole responsibility of the Town. The parties will review the program prior to its expiration to determine the effectiveness of the program and the costs associated therewith.

10. Indemnification. To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including the cost of defending the same, costs and attorney's fees, caused by the negligence or intentional misconduct of those performing services pursuant to this agreement, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

11. Termination. Either party may terminate this contract with or without cause by providing sixty (60) days written notice to the other party.

12. Notices. Written notice shall be sent by first class mail, return receipt requested to:

City Manager
City of Elmira
317 East Church Street
Elmira, NY 14901

Town Supervisor
Town of Ashland
3663 Sixth Street
Wellsburg, NY 14894

13. Amendments. This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the Town.

14. Survival of Provisions. Any term of this Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled, with the exception of retaining any records in which case the records shall be provided to the Town for retention.

15. **Transfer of Powers.** By this Agreement, the Town designates and empowers the City's animal control officers to perform all necessary obligations of animal control officers pursuant to this Agreement, Article 7 and Article 26 of the Agriculture and Markets Law within the jurisdiction of the Town of Ashland.

16. **Entire Agreement.** This writing constitutes the entire Agreement between the parties and supersedes all prior understandings, oral or written, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein.

CITY OF ELMIRA

Dated: ____/____/2021

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

TOWN OF ASHLAND

Dated: ____/____/2021

By: _____
Vern Robinson
Town Supervisor
Resolution No. 2021 - _____

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the Town of Catlin and the City whereby the City's Animal Control Department will provide animal control services as needed in accordance with enforcement of Articles 7 and 26 of the Agriculture and Markets Law; said services shall be at the cost of \$9,600.00 annually to be paid by the Town in monthly installments of \$800.00 commencing May 1, 2021 and expiring April 30, 2022; said agreement subject to Corporation Counsel approval.

Resolution Number:

2021-119

Sponsor:

Council as a Whole

ATTACHMENTS

[resolution Catlin animal control services 2021-2022 agmt 4.12.2021.doc](#)
[2021-2022 Catlin Town Animal Control Services.doc](#)

April 12, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Catlin wishes to enter into another Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Catlin. In addition, the Town has requested the City Animal Control Department to provide housing for Town dogs brought to the City. The Town has agreed to pay the City the annual amount of \$9,600.00 for these services commencing May 1, 2021 and expiring April 30, 2022.

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

Respectfully yours,

P. Michael Collins
City Manager

April 12, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

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

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Catlin and the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Catlin; said services shall be at a cost of \$9,600.00 annually to be paid by the Town of Catlin in monthly installments of \$800.00 commencing May 1, 2021 and expiring on April 30, 2022; 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	

**INTERMUNICIPAL AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered this ____ day of _____, 2021
by and between

TOWN OF CATLIN, a New York municipal corporation,
with offices located at 1448 Chambers Road, Beaver Dams,
NY 14812 (hereinafter referred to as “Town”)

and

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

WHEREAS, Articles 7 and 26 of the Agriculture and Markets Law of the State of New York require the Town to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack and damage; and

WHEREAS, the City currently employs animal control officers to perform such services for the City; and

WHEREAS, the Town and City desire to establish an agreement in which the Town utilizes the services of the City to perform certain animal control services; and

WHEREAS, this Agreement is in the best interest of the Town and the City because it promotes shared services in an effort to reduce costs to both municipalities; and

WHEREAS, Section 119-o of the General Municipal Law authorizes municipalities to engage in cooperative activities;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. City to Provide Animal Control Services.

A. The City shall provide animal control services for the Town.
Services shall include: responding to dog-related calls, investigating complaints and

violations, impounding dogs, issuing legal process, generating reports and all other enforcement activities required by Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. The City will not provide enumeration or any type of enumeration service to the Town under this contract. The City will provide services to the Town on a complaint-generated basis. The services are aimed at improving the quality of life in the community by consistent fair enforcement, supporting other law enforcement, identifying specific community needs, developing tailored and targeted educational programs and providing a professional and highly visible presence.

B. The City will also provide care, housing, euthanization and humane disposal services as may be required and/or requested for any dogs brought to or referred to the City from the Town. After the passage of any holding period as may be required by statute, rule, regulation or local law, resolution, or ordinance, the Town will surrender any rights to the dog and the City will take the sole possession of the dog. The current required holding period for dogs impounded is five (5) days for unidentified dogs and seven (7) days for identified dogs whose owner(s) has been notified personally, and nine (9) days for identified dogs whose owner(s) has been notified by mail. Impound, redemption and/or adoption fees will be set by the City and will be collected and retained by the City. The City Animal Shelter is located at 842 Linden Place Extension, Elmira, New York.

2. Compliance With Laws; Inspections of Records. The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Articles 7 and 26 of the Agriculture and Markets Law. The Town Supervisor, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of dog-related calls within the Town's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. Nature of Relationship. The City is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance,

discipline, training, benefits and all other aspects of employment and performance. The Town will notify licensed dog owners of their responsibility to renew the dog license annually.

4. **Training.** The City shall be responsible for training of its personnel with regard to investigation practices and procedures, proper handling of dogs and proper procedure under the Criminal Procedure Law, the Civil Practice Laws and Rules and Agriculture and Markets Law.

5. **Issuing Tickets.** City animal control personnel shall investigate matters pursuant to established policies and procedures and issue the appropriate legal process necessary to enforce Articles 7 and 26 of the Agriculture and Markets Law and Town ordinances. Upon the request of the Town Clerk, the animal control officers shall serve appearance tickets on dog owners who have failed to renew their dog license.

6. **Reports.** City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any dog. Such records shall include, but not be limited to, the description of the dog, the date and hour of seizure, the official identification number of such dog, if any, the location where seized, the reason for seizure, and the owners name and address, if known. The City shall file and maintain such records for not less than three (3) years following the creation of such record and shall make such reports available to the Town Supervisor, or his designee, and the Commissioner of Agriculture of the State of New York.

7. **Court Appearances.** The City agrees to make its animal control officers available for all necessary court appearances to assist in the prosecution of cases in the Town. The animal control officers shall coordinate court appearances with the prosecuting attorney as necessary.

8. **Personnel.** The City shall be responsible for providing sufficient trained personnel to respond to all animal control matters in the Town twenty-four (24) hours a day and seven (7) days a week.

9. **Payment/Term.** The Town shall pay the sum of Nine Thousand Six Hundred and 00/100 Dollars (\$9,600.00) annually, payable in monthly installments of

Eight Hundred and 00/100 Dollars (\$800.00), for the period of May 1, 2021 through April 30, 2022. Any services that are related to farm or domestic animals as defined by the New York Agriculture and Markets Law which require additional funding for their care will be the sole responsibility of the Town. The parties will review the program prior to its expiration to determine the effectiveness of the program and the costs associated therewith.

10. Indemnification. To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including the cost of defending the same, costs and attorney's fees, caused by the negligence or intentional misconduct of those performing services pursuant to this agreement, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

11. Termination. Either party may terminate this contract with or without cause by providing sixty (60) days written notice to the other party.

12. Notices. Written notice shall be sent by first class mail, return receipt requested to:

City Manager
City of Elmira
317 East Church Street
Elmira, NY 14901

Town Supervisor
Town of Catlin
1448 Chambers Road
Beaver Dams, NY 14812

13. Amendments. This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the Town.

14. Survival of Provisions. Any term of this Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled, with the exception of retaining any records in which case the records shall be provided to the Town for retention.

15. **Transfer of Powers.** By this Agreement, the Town designates and empowers the City's animal control officers to perform all necessary obligations of animal control officers pursuant to this Agreement, Article 7 and Article 26 of the Agriculture and Markets Law within the jurisdiction of the Town of Catlin.

16. **Entire Agreement.** This writing constitutes the entire Agreement between the parties and supersedes all prior understandings, oral or written, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein.

CITY OF ELMIRA

Dated: ____/____/2021

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

TOWN OF CATLIN

Dated: ____/____/2021

By: _____
LaVerne Phelps
Town Supervisor
Resolution No. 2021 - _____

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a Merchant Processing Agreement by Payroc Payment Systems, LLC in conjunction with a previously approved iWorQ Systems, Inc. software purchase to be utilized by the Code Department for collection of fees made to Code and authorizing the Mayor to execute the Merchant Processing Agreement; said agreement subject to Corporation Counsel approval.
Resolution Number:	2021-120
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution iWorQ merchant processing agmt payroc payment systems inc. 4.12.2021.doc](#)

April 12, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2020-362, the City Council approved the City's purchase of software from iWorQ Systems, Inc. for the Elmira Code Enforcement Department. iWorQ utilizes the services of Payroc Payment Systems, LLC to process payments to the City's Code Department for payments for fees and other charges payable to the Code Department. It is necessary for the City to enter into an agreement with Payroc Payment Systems, LLC.

The following resolution authorizes the City to proceed with Payroc.

Respectfully yours,

P. Michael Collins
City Manager

April 12, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding an agreement with Payroc Payment Systems, LLC in conjunction with iWorQ Systems, Inc., which City Council previously approved by Resolution No. 2020-362, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve a Merchant Processing Agreement by Payroc Payment Systems, LLC, which system will be utilized by the City Code Department for collection of fees made to said Department; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Merchant Processing Agreement; 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	

Agenda Summary: Receive communication from the City Manager and act on resolution approving the leasing of five new 2021 Ford vehicles from Enterprise Fleet Management, Inc./Enterprise FM Trust utilizing Chemung County's cooperative contract with Sourcewell and authorizing the Mayor to sign all required documents to effect the leases; said leases subject to Corporation Counsel approval.

Resolution Number: 2021-121

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution 5 new 2021 ford vehicles lease from enterprise fleet management 4.12.2021.docx](#)

April 12, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City's 2021 Capital Budget provides for the Police Department to lease three (3) new 2021 Ford Police Interceptor Utility vehicles and two (2) 2021 Ford model Escapes from Enterprise Fleet Management, Inc./Enterprise FM Trust utilizing Chemung County's cooperative contract with Sourcewell (formerly National Joint Powers Alliance).

The following resolution authorizes the use of the County's cooperation contract and further authorizes the lease of three (3) 2021 Ford Police Interceptor Utility vehicles and two (2) 2021 Ford model Escape vehicles from Enterprise Fleet Management, Inc.

Respectfully yours,

P. Michael Collins
City Manager

April 12, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City manager dated April 12, 2021 regarding the City's lease of five (5) new 2021 Ford vehicles, 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 leasing of five (5) new 2021 Ford vehicles from Enterprise Fleet Management, Inc./Enterprise FM Trust utilizing Chemung County's cooperative contract with Sourcewell; and be it further

RESOLVED, that the Mayor is hereby authorized to sign all required documents to effect the leases; said leases 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	



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

Resolution Number: 2021-122

Sponsor: Council as a Whole

ATTACHMENTS

[04-12-2021 audit \(LEAD\).doc](#)

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

April 12, 2021

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$18,702.44** are hereby audited for payment for the LEAD Hazard Reduction Grant, April 12, 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
Telephone Expenses	City Chamberlain	February 2021 Verizon Bill; inv. #2021-00000013	\$35.54
Relocation Costs	City Chamberlain	Purchase of 2 \$250 Visa Pre-paid credit cards as stipends for displacement during Lead rehab job	\$511.90
Other Direct- Lead Hazard Other Direct- Healthy Homes	Greg Bates Contracting and client (see attached for client's name and address)	New Lead Hazard and Healthy Homes grant	\$15,485.00
Other Direct- Mortgage filing fees	Chemung County Clerk	Lead Hazard grant mortgage filing fee (see attached for client's name and address)	\$70.00
Payroll Expenses	Payroll	April 15, 2021 payroll to be reimbursed to CDBG- not to exceed:	\$2,600.00
TOTAL			\$18,702.44

Additional information for LEAD Hazard Reduction

Audit Date: April 12, 2021

Payee	Client's Name	Address	Explanation
Greg Bates Contracting & Mario Mangan	Mario Mangan	609 Chester Street	Lead Hazard and Healthy Homes Grant
Chemung County Clerk	Mario Mangan	609 Chester Street	Lead Hazard mortgage filing fee

Elmira City Council



Agenda Summary: Act on Downtown Revitalization Initiative Program Audit.
Resolution Number: 2021-123
Sponsor: Council as a Whole

ATTACHMENTS

[04-12-2021 audit \(DRI\).doc](#)

April 12, 2021

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- Downtown Revitalization Initiative
RESOLUTION NO. 2021-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$3,059.64** they are hereby audited for payment for the Downtown Revitalization Initiative- Activate Buildings Grant, April 12, 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
N/A	LaBella Associates	Invoice # 137138- Professional services for Ed Flynn 1/18/2021- 2/19/2021 Sr. Architect- Sean McGuire Designer- Robert Monigle Sr. Planner- Nicolette Wagoner	\$3,059.64
TOTAL			\$3,059.64

Elmira City Council

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

Resolution Number: 2021-124

Sponsor: Council as a Whole

ATTACHMENTS

[04-12-2021 audit \(CDBG;HOME\).doc](#)

April 12, 2021

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$48,106.00** they are hereby audited for payment for the Community Development Block Grant, April 12, 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
Rehab Owner-Occupied 45 th Yr.	Ben Miller Contracting & Client (see attached for client name & address)	New CDBG rehab grant	\$20,200.00
Rehab – filing fees	Chemung County Clerk	CDBG Grant – Mortgage recording fee (see attached for client name & address)	\$70.00
Admin – Telephone	City Chamberlain	Inv. No. 2021-00000011; February 2021 – telephone bill	\$5.61
Admin – Postage	City Chamberlain	Inv. No. 2021-00000012; February 2021 – postage fee	\$43.00
Admin – Advertising	Central NY Newspapers	Ad No: 0004663555; run on 3/31/21	\$39.39
Food Bank - CV	Food Bank of the Southern Tier	CARES Act CDBG grant – covid related expenses	\$13,748.00
Rehab- Payroll Admin-Payroll	Payroll	April 1, 2021 payroll not to exceed	\$12,500.00
CARES Act Payroll	Payroll	April 1, 2021 payroll not to exceed	\$1,500.00
TOTAL			\$48,106.00



Agenda Summary: Act on Audit.
Resolution Number: 2021-125
Sponsor: Council as a Whole

ATTACHMENTS

[COVER SHEET.pdf](#)
[BACKUP PT 1.pdf](#)
[BACKUP PT 2.pdf](#)

DATE: April 12,2021

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:	\$142,980.89
CAPITAL FUNDS:	\$294,205.93
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$437,186.82
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OTHER PAYMENTS:

PAYROLLS W/E April 11, 2021	\$625,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$34,279.03
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$659,279.03
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GRAND TOTAL PAYMENTS:	\$1,096,465.85
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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.

\$1,096,465.85

ADOPTED BY THE FOLLOWING VOTE:

AYES-----NAYS

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

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4/2/2021

myReports

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 04/12/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	04/12/2021	197072 Accounts Payable	AIRGAS EAST		152.38
	Invoice	Date	Description		Amount
		9111105126	03/17/2021	AIRGAS Medical Oxygen BPO	152.38
Check	04/12/2021	197073 Accounts Payable	ANDREW JOHNSON		270.40
	Invoice	Date	Description		Amount
		HELMET REIMB	03/19/2021	CITY PORTION OF ALLOWED REIMBURSEMENT	270.40
Check	04/12/2021	197074 Accounts Payable	Auto Zone		521.40
	Invoice	Date	Description		Amount
		2950117757+	03/12/2021	PARTS/BLANKET PO - PGB-2220	521.40
Check	04/12/2021	197075 Accounts Payable	BEAM MACK		721.63
	Invoice	Date	Description		Amount
		342944+	02/10/2021	TRUCK PARTS/ BLANKET PO	721.63
Check	04/12/2021	197076 Accounts Payable	BRYAN J MAGGS LAW OFFICES, PLLC		2,489.10
	Invoice	Date	Description		Amount
		551	03/23/2021	Strobridge vs. Elmira	1,470.00
		564	03/23/2021	Murphy Vs Elmira	471.60
		550	03/23/2021	Murphy/Camilli v Elmira	472.50
		549	03/23/2021	Murphy v Campanella	75.00
Check	04/12/2021	197077 Accounts Payable	CARGILL, INCORPORATED		1,281.32
	Invoice	Date	Description		Amount
		2906024290	02/17/2021	SALT/PC68230/GROUP#01800/AWARD#23134	1,281.32
Check	04/12/2021	197078 Accounts Payable	CHAMPION FASTENERS		433.70
	Invoice	Date	Description		Amount
		64937,64945	03/18/2021	BLANKET FOR PARTS, SUPPLIES, HARDWARE	177.07
		65165	03/25/2021	STREETLIGHT SUPPLIES & MATERIALS	42.60
		65067,65049,5236	03/23/2021	PARTS/HARDWARE - BLANKET PO RFB# 2143	92.73
		64983	03/19/2021	PARTS/HARDWARE - SIGN SHOP BLANKET PO	61.50
		64929	03/18/2021	SAFETY VESTS, GLOVES - STREET	59.80
Check	04/12/2021	197079 Accounts Payable	CHAPEL LUMBER COMPANY		79.21
	Invoice	Date	Description		Amount
		2103-003927	03/11/2021	BLANKET FOR LUMBER AND BUILDING MATERIALS	79.21
Check	04/12/2021	197080 Accounts Payable	CHEMUNG COUNTY REAL PROPERTY		2,484.91
	Invoice	Date	Description		Amount
		TM#89.18-8-32	04/02/2021	382 W WATER ST	2,484.91
Check	04/12/2021	197081 Accounts Payable	CHEMUNG COUNTY TRANSFER		21,070.88
	Invoice	Date	Description		Amount
		131484	03/15/2021	CUST TI-00038 1	311.74
		131483+	03/15/2021	GARBAGE REFUSE DUMP FEES/CITY HERITAGE	19,324.80
		131485+	03/15/2021	GARBAGE/REFUSE DUMP FEES-ELMIRA HEIGHTS	1,434.34
Check	04/12/2021	197082 Accounts Payable	CUMMINS NORTHEAST, INC.		3,597.26
	Invoice	Date	Description		Amount
		W4-34048	03/11/2021	ENGINE REPAIRS - SANITATION #142	3,597.26

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Check	04/12/2021	197083	Accounts Payable	DIRECT ENERGY BUSINESS MARKETING, LLC	7,925.01
	Invoice		Date	Description	Amount
	HS12352077		03/15/2021	ACCT 692586-3081	7,925.01
Check	04/12/2021	197084	Accounts Payable	EDMUNDS GOVTECH	2,070.00
	Invoice		Date	Description	Amount
	21-IN2681		03/11/2021	CONTRACT BAS_SMW269	2,070.00
Check	04/12/2021	197085	Accounts Payable	ENTERPRISE FM TRUST	1,746.46
	Invoice		Date	Description	Amount
	APRIL 2021		03/29/2021	MONTHLY LEASE PAYMENT	1,746.46
Check	04/12/2021	197086	Accounts Payable	FIRE ALARM SERVICE TECH.	460.00
	Invoice		Date	Description	Amount
	39029,39344		02/01/2021	ANNUAL MONITORING & FIRE INSPECTION AT 371 W CENTER ST	460.00
Check	04/12/2021	197087	Accounts Payable	FREY THE WHEELMAN	12.71
	Invoice		Date	Description	Amount
	4125310		03/25/2021	GENL PARTS/HARDWARE-BLANKET PO	12.71
Check	04/12/2021	197088	Accounts Payable	GARY'S BODY SHOP	1,285.00
	Invoice		Date	Description	Amount
	2020 PORTION		12/31/2020	TOWING - 2020 BILLS	570.00
	2021 BILLS		03/29/2021	TOWING - 2021 BILLS	715.00
Check	04/12/2021	197089	Accounts Payable	GOODYEAR	139.10
	Invoice		Date	Description	Amount
	209947		03/11/2021	TIRES/REPAIRS- BLANKET PO	139.10
Check	04/12/2021	197090	Accounts Payable	HAMILTON MEATS, INC.	60.00
	Invoice		Date	Description	Amount
	36632		03/24/2021	FOOD, FOOD SUPPLIES, CONDIMENTS	60.00
Check	04/12/2021	197091	Accounts Payable	HESELSON'S	129.99
	Invoice		Date	Description	Amount
	23118		03/19/2021	BOOT ALLOWANCE	129.99
Check	04/12/2021	197092	Accounts Payable	HORSEHEADS DO-IT CENTER	39.99
	Invoice		Date	Description	Amount
	336905		03/18/2021	TREE TRIMMING SUPPLIES-BLANKET	39.99
Check	04/12/2021	197093	Accounts Payable	I. D. BOOTH, INC.	42.75
	Invoice		Date	Description	Amount
	\$1058389.001		03/25/2021	BLANKET FOR IRRIGATION AND DRAINAGE SUPPLIES	42.75
Check	04/12/2021	197094	Accounts Payable	INTERSTATE BATTERY SYSTEM	32.70
	Invoice		Date	Description	Amount
	115031		03/12/2021	INTERSTATE Various Batteries BPO	32.70
Check	04/12/2021	197095	Accounts Payable	JAMES J TURCSI, JR.	5,171.48
	Invoice		Date	Description	Amount
	2020 PROFIT <i>Sharing</i>		03/29/2021	7.5% SHARE OF PROFIT FROM 2020 - <i>Profit sharing</i>	5,171.48
Check	04/12/2021	197096	Accounts Payable	JAMES J TURCSI, JR.	2,273.70
	Invoice		Date	Description	Amount
	W/E 4/18/2020		03/29/2021	PAY 4	2,273.70
Check	04/12/2021	197097	Accounts Payable	JOE JOHNSON EQUIPMENT, INC.	539.32
	Invoice		Date	Description	Amount
	P36489,P36462		03/23/2021	SANITATION TRUCK PARTS/ BLANKET PO	539.32
Check	04/12/2021	197098	Accounts Payable	JOHN'S EQUIPMENT RENTAL	49.97
	Invoice		Date	Description	Amount
	47239		03/18/2021	BLANKET FOR CHAIN SAWS, WEED WACKERS, BLOWERS, AND PARTS	19.97
	47257		03/19/2021	TREES-CHAINSAW PARTS/TOOLS-BLANKET PO	30.00

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Check	04/12/2021	197099 Accounts Payable	LINDSEY LAWN & GARDEN, INC.		219.61
	Invoice	Date	Description		Amount
	845513	03/12/2021	JOHN DEERE PARTS/BLANKET PO		219.61
Check	04/12/2021	197100 Accounts Payable	LODAL, INC.		201.18
	Invoice	Date	Description		Amount
	0222763	03/22/2021	GENL PARTS/HARDWARE-BLANKET PO		201.18
Check	04/12/2021	197101 Accounts Payable	LOWE'S COMPANIES, INC.		263.89
	Invoice	Date	Description		Amount
	41884,15631	03/16/2021	BLANKET FOR TOOLS, PAINT, IRRIGATION & MOWER PARTS		263.89
Check	04/12/2021	197102 Accounts Payable	MEDICAL WAREHOUSE		235.21
	Invoice	Date	Description		Amount
	206578	03/17/2021	MEDICAL WAREHOUSE EMS Supplies		235.21
Check	04/12/2021	197103 Accounts Payable	MIKE CICORA'S PEST CONTROL		580.00
	Invoice	Date	Description		Amount
	JAN-MAR 2021	03/25/2021	PEST CONTROL AT CITY BUILDINGS		580.00
Check	04/12/2021	197104 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.		142.90
	Invoice	Date	Description		Amount
	IN1558535	03/12/2021	MES SCBA Batteries		142.90
Check	04/12/2021	197105 Accounts Payable	NAPA AUTO PARTS		478.29
	Invoice	Date	Description		Amount
	6818025331+	02/23/2021	PARTS/BLANKET PO/SOURCEWELL CONTRACT		478.29
Check	04/12/2021	197106 Accounts Payable	NOCO		10,704.60
	Invoice	Date	Description		Amount
	12047883+	03/15/2021	FUEL - BLANKET PO RFB# 2201		8,958.04
	12055562+	03/24/2021	FUEL - BLANKET PO RFB# 2201 MTGC		1,746.56
Check	04/12/2021	197107 Accounts Payable	NU-WAY ELMIRA		46.70
	Invoice	Date	Description		Amount
	1174 NZ5268+	03/16/2021	BLANKET FOR BATTERIES, FILTERS, HOSES, ETC		46.70
Check	04/12/2021	197108 Accounts Payable	PARMENTER MOTORS, INC.		2,416.94
	Invoice	Date	Description		Amount
	125685+	03/15/2021	TIRES/ RFB-2055		2,191.94
	MARCH 19 STMT	03/29/2021	TOWING		225.00
Check	04/12/2021	197109 Accounts Payable	PAWS OF NY		1,248.00
	Invoice	Date	Description		Amount
	3/18 STMT	03/18/2021	ACCT 126		1,248.00
Check	04/12/2021	197110 Accounts Payable	PEOPLEREADY INC		5,913.82
	Invoice	Date	Description		Amount
	26438293+	03/10/2021	TEMP SERVICES		4,941.41
	26459536	03/30/2021	SEASONAL PASS BAG TAGS		972.41
Check	04/12/2021	197111 Accounts Payable	PERRY & CARROLL, INC.		39,877.60
	Invoice	Date	Description		Amount
	403505	03/29/2021	Policy BA 4637175-02		21,643.20
	403503	03/29/2021	Policy OCP1-4637175-02		40.00
	403504	03/29/2021	POLCY PE-4637175-02		18,194.40
Check	04/12/2021	197112 Accounts Payable	PITNEY BOWES		189.00
	Invoice	Date	Description		Amount
	1017703467	03/12/2021	ACCT 0013158353		120.00
	1017705143	04/11/2021	ACCT 0015532822		54.00
	1017812218	03/27/2021	ACCT 0015532822		15.00
Check	04/12/2021	197113 Accounts Payable	POINT SPRING & DRIVESHAFT CO.		611.69
	Invoice	Date	Description		Amount

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myReports

	120245+	03/15/2021	HEAVY DUTY PARTS/BPO/ RFB# 2077R	611.69
Check	04/12/2021	197114 Accounts Payable	PRAXAIR DISTRIBUTION, INC.	210.60
	Invoice	Date	Description	Amount
	62423410	03/18/2021	BLANKET FOR WELDING SUPPLIES	64.12
	62568705+	03/23/2021	WELDING SUPPLIES - BLANKET PO	146.48
Check	04/12/2021	197115 Accounts Payable	R & R PRODUCTS, INC.	1,116.67
	Invoice	Date	Description	Amount
	CD2529625+	03/09/2021	BLANKET FOR MOWER PARTS, BEDKNIVES,HOSES ETC	947.40
	cd2535050	03/25/2021	BLANKET FOR MOWER PARTS, BEDKNIVES,HOSES ETC	169.27
Check	04/12/2021	197116 Accounts Payable	RAINBOW LETTERING	1,109.50
	Invoice	Date	Description	Amount
	pdr776	03/10/2021	SEASONAL PASS BAG TAGS	1,109.50
Check	04/12/2021	197117 Accounts Payable	S V MOFFETT CO INC	2,562.89
	Invoice	Date	Description	Amount
	01-296651+	03/16/2021	B&G JACOBSEN REPAIRS-AUTHORIZED DEALER	1,856.90
	01-297321+	03/24/2021	MOWER BLADES /PARTS- BLANKET PO MTGC	705.99
Check	04/12/2021	197118 Accounts Payable	SAM'S CLUB DIRECT	370.24
	Invoice	Date	Description	Amount
	3/24/2021-	03/24/2021	FOOD, SUPPLIES, BEVERAGES,	318.85
	3/24/2021	03/24/2021	PAPER,& CLEANING SUPPLIES	38.63
	000000	01/26/2021	JAN INVOICE 19.98 MINUS CREDIT, TOTAL 12.76	12.76
Check	04/12/2021	197119 Accounts Payable	SANDY'S SEWING	20.00
	Invoice	Date	Description	Amount
	155568	03/29/2021	ALTERATIONS	20.00
Check	04/12/2021	197120 Accounts Payable	SERVICE MACHINE & TOOL CO.	185.00
	Invoice	Date	Description	Amount
	55607	03/09/2021	OBSOLETE LOADER PARTS/BLANKET PO	185.00
Check	04/12/2021	197121 Accounts Payable	SIMMONS ROCKWELL	1,705.15
	Invoice	Date	Description	Amount
	54485	03/16/2021	MANUF. PARTS AS NEEDED-BLANKET PO	1,705.15
Check	04/12/2021	197122 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	201.05
	Invoice	Date	Description	Amount
	74002+	03/11/2021	BLANKET FOR MISC SUPPLIES AND HARDWARE	108.52
	74014,74128	03/11/2021	PARTS, SUPPLIES, HARDWARE	41.33
	73861,73906	03/01/2021	SO TIER SENTRY Various Hardware BPO	25.98
	74223	03/30/2021	GAS PROPANE REFILLS	1.62
	73964	03/09/2021	PARTS/HARDWARE - SIGN SHOP BLANKET PO	23.60
Check	04/12/2021	197123 Accounts Payable	STAPLES BUSINESS ADVANTAGE	19.99
	Invoice	Date	Description	Amount
	3472200529	03/16/2021	Supplies	19.99
Check	04/12/2021	197124 Accounts Payable	STAR GAZETTE	134.06
	Invoice	Date	Description	Amount
	AD 0004651862	03/29/2021	ACCT BGM-160067	134.06
Check	04/12/2021	197125 Accounts Payable	SUBURBAN PROPANE	96.00
	Invoice	Date	Description	Amount
	544446	03/16/2021	PROPANE FOR SHOP - BLANKET PO	96.00
Check	04/12/2021	197126 Accounts Payable	THOMPSON & JOHNSON EQUIPMENT, INC.	916.94
	Invoice	Date	Description	Amount
	788436	03/23/2021	BOBCAT/SMALL EQUIP PARTS/REPAIRS-BLANKET PO	59.40
	787453,788303	03/12/2021	BOBCAT/SMALL EQUIP PARTS/REPAIRS-BLANKET PO	857.54
Check	04/12/2021	197127 Accounts Payable	TIME WARNER CABLE	106.85
	Invoice	Date	Description	Amount

4/2/2021		myReports		
	855263901031121	03/11/2021	ACCT 202-855263901-001	96.37
	836270002031721	03/29/2021	ACCT 202-836270002-001	10.48
Check	04/12/2021	197128 Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	137.32
	Invoice	Date	Description	Amount
	74765	03/15/2021	MESSAGING SERVICES	137.32
Check	04/12/2021	197129 Accounts Payable	TRAFFIC SYSTEMS, INC.	5,216.00
	Invoice	Date	Description	Amount
	28430	03/18/2021	POLARA APS PUSH BUTTON STATION	1,310.00
	28416	03/15/2021	POLARA ROUND PED BUTTONS	1,926.00
	28415	03/15/2021	POLARA RECTANGLE PED BUTTONS	1,980.00
Check	04/12/2021	197130 Accounts Payable	TWO BROTHERS PRINTING	2,472.88
	Invoice	Date	Description	Amount
	1715	03/16/2021	CITY COUNCIL MINUTES 2020	2,472.88
Check	04/12/2021	197131 Accounts Payable	UniFirst Corporation	313.75
	Invoice	Date	Description	Amount
	051-3252296+	03/25/2021	FLOOR MATS FOR BUILDINGS	145.00
	0513252295	03/25/2021	LAUNDRY SERVICE - BLANKET PO	69.80
	0513250059	03/18/2021	LAUNDRY SERVICE - BLANKET PO	98.95
Check	04/12/2021	197132 Accounts Payable	VASCO BRANDS, INC.	1,115.88
	Invoice	Date	Description	Amount
	126268	03/08/2021	BLANKET FOR JANITORIAL SUPPLIES FOR CITY BUILDINGS	407.84
	X004782,X004782A	02/02/2021	X004780,X004780A,X004780B	708.04
Check	04/12/2021	197133 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	119.75
	Invoice	Date	Description	Amount
	3/12/2021	03/12/2021	ACCT 652-110-359-0001-38	119.75
Check	04/12/2021	197134 Accounts Payable	VERIZON WIRELESS	1,957.10
	Invoice	Date	Description	Amount
	9876134778	03/24/2021	Acct 286111989-00001	1,957.10
Check	04/12/2021	197135 Accounts Payable	W.B. MASON	32.84
	Invoice	Date	Description	Amount
	218658794	03/15/2021	C2234786	32.84
Check	04/12/2021	197136 Accounts Payable	WARD APPARATUS LLC	965.19
	Invoice	Date	Description	Amount
	1132	03/18/2021	repaint	965.19
Check	04/12/2021	197137 Accounts Payable	WILBRI, INC.	396.94
	Invoice	Date	Description	Amount
	19066	03/22/2021	MANUF.REPAIRS/MACK TRUCKS-BLANKET PO FLEET	396.94
Check	04/12/2021	197138 Accounts Payable	WOLFE'S CUSTOM THREADS AND AWARDS, INC.	196.50
	Invoice	Date	Description	Amount
	13060	03/16/2021	LOPEZ AWARD	196.50
Check	04/12/2021	197139 Accounts Payable	ZOLL MEDICAL CORP	2,847.00
	Invoice	Date	Description	Amount
	3253186	03/19/2021	ZOLL AED	2,847.00
Check	04/12/2021	197140 Accounts Payable	DIANE MCADAMS	245.00
	Invoice	Date	Description	Amount
	TM#79.13-2-41	03/16/2021	SANITATION OPT OUT	245.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 69	\$142,980.89
Checks:		69	\$142,980.89	

4/2/2021

myReports

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 04/12/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	04/12/2021	104358 Accounts Payable	Crane Hogan Structural Systems		11,524.45
	Invoice	Date	Description		Amount
	85001	01/01/2021	CENTERTOWN GARAGE/DRI FUNDS Est. 1		11,524.45
Check	04/12/2021	104359 Accounts Payable	SEALAND CONTRACTORS		170,689.99
	Invoice	Date	Description		Amount
	6754.68 Est. 5	02/26/2021	W WATER DOWNTOWN PIN 6754.68/BLANKET PO		170,689.99
Check	04/12/2021	104360 Accounts Payable	SEALAND CONTRACTORS		111,991.49
	Invoice	Date	Description		Amount
	6754.68 Est. 6	03/09/2021	W WATER DOWNTOWN PIN 6754.68/BLANKET PO		111,991.49
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 3		\$294,205.93
Checks:	3	\$294,205.93			

HAND CHECKS DETAILS

\$34,279.03

CAPITAL HAND CHECKS DETAIL

\$0.00

3/23/2021

myReports

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 03/23/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	03/23/2021	197069 Accounts Payable	NYSEG		22,778.48
	Invoice	Date	Description		Amount
	3/15	03/15/2021	ACCT 1901-0000-214		1,486.12
	3/15.	03/23/2021	ACCT 1901-0154-003		21,292.36
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$22,778.48
Checks:		1	\$22,778.48		

3/22/2021

myReports

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 03/22/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	03/22/2021	197068 Accounts Payable	JAMES J TURCSIK, JR.		6,533.83
	Invoice	Date	Description		Amount
	3/1-3/15	03/22/2021	Commission Check		6,533.83
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$6,533.83
Checks:		1	\$6,533.83		

4/2/2021

myReports

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 04/02/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	04/02/2021	197070	Accounts Payable	FERRARIO FORD LINCOLN MERCURY		2,966.72
	Invoice		Date	Description		Amount
	208625		11/20/2020	NOV 2020		2,966.72
Check	04/02/2021	197071	Accounts Payable	UNITED FIRE EQUIPMENT OF THE		2,000.00
	Invoice		Date	Description		Amount
	MTGC		03/29/2021	fire system install		2,000.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 2		\$4,966.72
Checks:		2	\$4,966.72			



Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2021-126

Sponsor: Mark Franchi

ATTACHMENTS

[Adjournment April 12.docx](#)

April 12, 2021

RESOLUTION

NO. 2021 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, April 26, 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	