APPROVAL OF MINUTES

2022-102
Joseph Duffy

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, March 14, 2022.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

RESOLUTIONS

2022-103
Tory Kitching

Act on resolution reporting the results of the Elmira Housing Authority Election of a Tenant Representative to the Elmira Housing Authority, held on March 8, 2022, declaring Doreen Farr elected with a term to expire March 22, 2024.

2022-104
Brent Stermer

Receive communication from the City Manager announcing the reappointment of Filomena Jack, 402 Euclid Avenue, Elmira, to the Board of the Elmira Housing Authority with a term expiring on March 22, 2027, and placing same on file.

2022-105
Brent Stermer

Resolution Scheduling a Public Hearing to Receive Public Comment on the City of Elmira's 2022 Annual Action Plan for the Community Development Block Grant and Home Investment Partnership Programs

2022-106
Joseph Duffy

Act on resolution scheduling a public hearing for Monday, April 11, 2022 in Council Chambers, Second Floor, City Hall, 317 East Church Street at 5:30 p.m. to hear comments from the public on the proposed amendment to Appendix B-1 of the City of Elmira Code of Ordinances to amend Section VI(C) allowing as permitted residential use 'Apartment Building' in a Campus IND(C-1) zoning district and that the notice of said hearing be published once in the Elmira Star Gazette at least five (5) days before said hearing.

2022-107
Brent Stermer

Receive communication from the City Manager and act on resolution referring certain proposed amendments to Appendix B-1 of the City of Elmira Zoning City-Center Form Based Code relative to Neighborhood Retail and General Retail Districts with respect to square footage requirements to the City Planning Commission and to the County Planning Board for their respective review and recommendations.

2022-108
Mayor Mandell

Receive communication from the City Manager and act on resolution endorsing the Elmira City Police Department's adoption of a flag, a copy of which is attached hereto and made a part hereof together with a Memorandum from Chief Alvernaz explaining the symbolism displayed by the flag and a short historical explanation and expressing its appreciation to Chief Alvernaz for his work to promote the Elmira City Police Department.

ORDINANCE

2022-109
Joseph Duffy

Receive communication from the City Manager and act on Ordinance to amend Chapter 1, Section 1-18 of the Elmira City Code of Ordinances titled "Fee Schedule" for "Parks Usage Fees" as follows: "Daily Charges*: City Resident $50.00 for 4 hours; City Resident $100.00 for 8 hours; Non-Resident $75.00 for 4 hours; Non-Resident $150.00 for 8 hours; *Limit one (1) Rental per Day."

AGREEMENTS

2022-110
Mayor Mandell

Receive communication from the City Manager and act on resolution approving the purchase of body cameras and related equipment from Axon Enterprises, Inc. for the Elmira Police Department in a total amount of $261,572.64 with annual payments in the sum of $52,314.53 commencing July 1, 2022 and ending July 1, 2026 and authorizing the Mayor to execute an agreement with Axon Enterprises, Inc.; said agreement subject to Corporation Counsel approval.

2022-111
Nan Moss

Receive communication from Corporation Counsel and act on resolution authorizing the leasing to Park Outdoor Advertising of New York, Inc. to maintain three (3) double-faced billboards on three (3) City-owned parcels

adjacent to Interstate 86/Route 17 pursuant to the terms of said leases; copies of which are attached hereto and made a part hereof; and authorizing the Mayor to execute three (3) 15-year leases commencing January 1, 2023 pertaining to Tax Map Nos. 89.08-3-54, 89.08-3-10, and 79.20-1-1.11; said leases subject to Corporation Counsel approval.

2022-112
Tory Kitching

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with Elmira Housing Authority whereby the City agrees to provide additional police patrol services over its baseline services for the period from April 1, 2022 through March 31, 2023 at a cost of $53,312.80 paid by the Housing Authority to the City; said agreement subject to Corporation Counsel approval.

AUDITS

2022-113
Nan Moss

Act on Lead Hazard Reduction Grant Program Audit.

2022-114
Mayor Mandell

Act on Anti Displacement Learning Network Program Audit.

2022-115
Brent Stermer

Act on Community Development Block Grant Program Audit.

2022-116
Nan Moss

Act on Audit

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2022-117
Brent Stermer

Act on resolution to adjourn.

Respectfully Submitted,

Angela J. Williams

Angela J. Williams
City Clerk

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, March 14, 2022.
Resolution Number:	2022-102
Sponsor:	Joseph Duffy

ATTACHMENTS

Beginning March 28.docx

March 28, 2022

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 28th day of March, 2022.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2022- _____

By Councilmember: ___________________________

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held March 14, 2022, 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	

Agenda Summary: Act on resolution reporting the results of the Elmira Housing Authority Election of a Tenant Representative to the Elmira Housing Authority, held on March 8, 2022, declaring Doreen Farr elected with a term to expire March 22, 2024.

Resolution Number: 2022-103

Sponsor: Tory Kitching

ATTACHMENTS

2022 Copy of Housing Candidate win Resolution.doc

March 28, 2022

Resolution

No: 2022 -

By Councilmember:

RESOLUTION OF THE CITY COUNCIL REPORTING THE RESULTS OF THE ELMIRA HOUSING AUTHORITY ELECTION OF A TENANT REPRESENTATIVE TO THE ELMIRA HOUSING AUTHORITY, HELD ON MARCH 8, 2022.

The City Council, assembled in regular session, this 28th Day of March, 2022, having canvassed the returns of the election for the special election held for the purpose of electing one (1) tenant to be a member of the Elmira Housing Authority to fill a two-year term, which term expires on March 22, 2024, find said returns to be correct.

THEREFORE, BE IT RESOLVED, that Doreen Farr be and is hereby declared elected to the Elmira Housing Authority of the City of Elmira, which term expires March 22, 2024, having received the highest number of votes cast at the special election held on March 8, 2022, and be it further

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

ADOPTED BY THE FOLLOWING VOTE

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

ELMIRA HOUSING AUTHORITY ELECTION
HELD ON MARCH 8, 2022

THERE WAS ONE CANDIDATE RUNNING FOR THE POSITION OF TENANT COMMISSIONER ON THE ELMIRA HOUSING AUTHORITY. THERE WERE **25** VOTES CAST AND PUT IN BALLOT BOXES. **1** VOTE HAD TO BE VOIDED, 1 WRITE-IN VOTE CAST, MAKING A TOTAL OF **25** VOTES, TOTAL NUMBER OF VOTES THAT COULD BE COUNTED **24.**

HOFFMAN PLAZA	VOTES	**2**	THAT COUNTED
BRAGG TOWERS	VOTES	**17**	THAT COUNTED
FLANNERY APARTMENTS	VOTES	**5**	THAT COUNTED
WRITE-INS	VOTES	**0**	THAT COUNTED
VOIDED	VOTES	**1**	(WRITE-IN VOTE)

ABSENTEE VOTES RECEIVED IN THE MAIL - **0**

FINAL TOTAL VOTES THAT COUNTED – **24**

CANDIDATE RECEIVED THE FOLLOWING VOTES.

Doreen Farr TOTAL VOTES: **24**

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

CONGRATULATIONS TO: **Doreen Farr**

ANGELA J. WILLIAMS
CITY CLERK

CITY OF ELMIRA NEW YORK

Office of the City Clerk

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

Angela J. Williams
City Clerk

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

WE THE UNDERSIGNED, do hereby certify that at the election of one (l) tenant as a member of the Elmira Housing Authority to fill a two-year term, which said election was held in the City of Elmira, on Tuesday, March 8, 2022. This election was regularly conducted and that the total number of votes cast from the Three (3) Housing Projects were:

NAME	VOTES RECEIVED
Hoffman Plaza	2
Bragg Towers	17
Flannery Apartments	6
Voided Votes	1 (flannery apts)
Write-In Votes	1 (flannery apts voided)
Absentee Votes	0
Total	25

GRAND TOTAL VOTES

WITNESS THIS 9th DAY OF March, 2022

Karen Shafer
Director of Elmira Housing Authority

Angela J. Williams
City Clerk

Agenda Summary:	Receive communication from the City Manager announcing the reappointment of Filomena Jack, 402 Euclid Avenue, Elmira, to the Board of the Elmira Housing Authority with a term expiring on March 22, 2027, and placing same on file.
Resolution Number:	2022-104
Sponsor:	Brent Stermer

ATTACHMENTS

HousingAppt - Jack.docx

March 28, 2022

FOR THE AGENDA

To the Honorable Mayor and Council

Dear Councilmembers:

Pursuant to the powers vested in the City Manager by Sections 3, 30, and 34 of the Public Housing Law of the State of New York, this will report the reappointment of Filomena Jack, 402 Euclid Avenue, Elmira to the Board of the Elmira Housing Authority, with a term expiring on March 22, 2027.

Filomena Jack has been a valuable asset to the Elmira Housing Authority Board and will continue to provide valuable service in this capacity.

Respectfully,

P. Michael Collins
City Manager

RESOLUTION NO. 2022 - ______

By Councilmember:___________________________________

RESOLVED, that the communication from the City Manager announcing the reappointment of Filomena Jack, 402 Euclid Avenue, Elmira, to the Board of the Elmira Housing Authority with a term expiring on March 22, 2027 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	

Agenda Summary:	Resolution Scheduling a Public Hearing to Receive Public Comment on the City of Elmira's 2022 Annual Action Plan for the Community Development Block Grant and Home Investment Partnership Programs
Resolution Number:	2022-105
Sponsor:	Brent Stermer

ATTACHMENTS

2022 Public Hearing authorizing resolution.doc

March 28, 2022

RESOLUTION NO. 2022-_____

RESOLUTION SCHEDULING A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE CITY OF ELMIRA'S 2022 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS

By Councilmember _______________________________:

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

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

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

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

WHEREAS, HUD has not released 2022 CDBG and HOME formula grant allocations, however in 2021, the City of Elmira received a CDBG allocation of $1,209,503 and a HOME allocation of $308,969; and

WHEREAS, the Department of Community Development, in conformance with the City's Citizens Participation Plan, is seeking input from residents, agencies, and other interested parties throughout the City to obtain input on community needs and will be using input gained from the community in preparing the City's 2022 Annual Action Plan as required by HUD; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the 2022 Annual Action Plan for the Community Development Block Grant and HOME Programs be scheduled for Monday, April 11, 2022 at 5:30 p.m. during the regularly scheduled City Council meeting; and

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

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Act on resolution scheduling a public hearing for Monday, April 11, 2022 in Council Chambers, Second Floor, City Hall, 317 East Church Street at 5:30 p.m. to hear comments from the public on the proposed amendment to Appendix B-1 of the City of Elmira Code of Ordinances to amend Section VI(C) allowing as permitted residential use 'Apartment Building' in a Campus IND(C-1) zoning district and that the notice of said hearing be published once in the Elmira Star Gazette at least five (5) days before said hearing.

Resolution Number: 2022-106

Sponsor: Joseph Duffy

ATTACHMENTS

resoluiton sch PH App B-1 Section VI(C) permitted use apt bldg Campus IND(C-1) 3.28.2022.doc

March 28, 2022 ***RESOLUTION***
NO. 2022 - ______

By Councilmember __________________________:

RESOLVED, that the proposed amendment to Appendix B-1 of the City of Elmira Code of Ordinances by amending Section VI(C) allowing as permitted residential use ‘Apartment Building’ in a Campus IND(C-1) zoning district, be received and ordered printed in the minutes; and be it further

RESOLVED, that a public hearing be held on said proposed Zoning amendment before this Council on Monday, April 11, 2022 in the Council Chambers, Second Floor, City Hall, 317 East Church Street, Elmira, NY at 5:30 p.m., and that notice of such hearing be published once in the Elmira Star Gazette at least five (5) days before said hearing.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember 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 referring certain proposed amendments to Appendix B-1 of the City of Elmira Zoning City-Center Form Based Code relative to Neighborhood Retail and General Retail Districts with respect to square footage requirements to the City Planning Commission and to the County Planning Board for their respective review and recommendations.
Resolution Number:	2022-107
Sponsor:	Brent Stermer

ATTACHMENTS

resolution proposed amendment neighborhood retail less than 4,000 sq ft referral to city and county boards 3.28.2022.docx

March 28, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Ordinance No. 2020-241, City Council on August 17, 2020, adopted a new Appendix B-1 titled "City of Elmira Zoning City-Center Form Based Code". The Ordinance rezoned portions of the City, created a City-Center Form Based Code Zoning Map, and established a Use Table for the newly established zoning districts.

By Resolution number 2022-29, City Council referred to the City Planning Commission and the County Planning Board certain proposed amendments to the Neighborhood Retail and General Retail Districts with respect to square footage requirements. Upon further review, the desired amendment can be accomplished by repealing the definition of 'retail store, corner commerce' in Section 110 of Appendix B by amending the definitions of 'retail store, general' and 'retail store, neighborhood' in Section 110 of Appendix B; and by amending Appendix B-1, Article VI(C)(F) subparagraph (c) to read "Neighborhood Retail (<4,000 sq. ft.)".

Pursuant to Section 1100 of the Code of Ordinance, the Council must refer the proposed amendment to the City Planning Commission for a review and recommendation. In addition, pursuant to Section 1120 of the Code, the proposed amendment must be referred to the County Planning Board.

The following resolution makes the required referrals.

Respectfully yours,

P. Michael Collins
City Manager

March 28, 2022

RESOLUTION
NO. 2022 - _______

By Councilmember ________________________:

RESOLVED, that the communication from the City Manager regarding an amendment to Appendix B-1 of the City of Elmira Zoning City-Center Form Based Code, be received and placed on file; and be it further

RESOLVED, that the City Manager's letter to the Council dated March 28, 2022 containing the proposed amendments to the City-Center Form Based Code be referred to the City Planning Commission and the County Planning Board for their review and recommendations.

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 endorsing the Elmira City Police Department's adoption of a flag, a copy of which is attached hereto and made a part hereof together with a Memorandum from Chief Alvernaz explaining the symbolism displayed by the flag and a short historical explanation and expressing its appreciation to Chief Alvernaz for his work to promote the Elmira City Police Department.
Resolution Number:	2022-108
Sponsor:	Mayor Mandell

ATTACHMENTS

resolution elmira police departmental flag recognition 3.28.2022.doc
chief alvernaz memorandum and flag 3.28.2022.pdf

March 28, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

I am informed by the Chief of Police that many police departments within the State have a departmental flag. The City Police Department has never had a departmental flag. Through the research and efforts of Chief Alvernaz, the Department has adopted a flag. The following resolution acknowledges the Police Department's adoption.

Attached to this correspondence is a Memorandum by Chief Alvernaz explaining the symbolism displayed by the flag together with a short historical explanation.

Respectfully yours,

P. Michael Collins
City Manager

March 28, 2022

RESOLUTION
NO. 2022 - _______

By Councilmember ______________________________:

RESOLVED, that the communication from the City Manager regarding the Elmira Police Department's adoption of Departmental flag, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does fully endorse the flag, a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, that the City Council does hereby express its appreciation to Chief of Police Anthony Alvernaz for his work to promote the City of Elmira Police Department.

ADOPTED BY THE FOLLOWING VOTE

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

Elmira Police Department
MEMORANDUM

No. 13-2022

Subject: Standard of the Elmira Police Department	
Issue Date: April 1, 2022	
Distribution: All Sworn Personnel, All Civilian Personnel; Holleran; Little; File.	

The Elmira Police Department has adopted a departmental flag. This new standard will represent the Elmira Police Department and the pride and honor the department has serving the people of this great city.

April 1, 2022 marks the 146th anniversary of the founding of the Elmira Police Department. The department chose to unveil its first flag on this date as to prepare for the banner's first official duties on Memorial Day, Monday, May 30, 2022; where it shall be raised at our Fallen Officer's Memorial in Wisner Park and carried along the parade route by our Honor Guard during the annual Memorial Day Parade.

Our flag is modeled after the United States and New York City Police Department's flags. The six white and brilliant green stripes represent the Elmira City Council Districts. The color green has long been associated with police. It celebrates the history of New York law enforcement and can be traced back to 1658, when the New Amsterdam Night Watchmen, New York City's first form of police, carried lanterns of green glass while on patrol and would hang them outside the watchman's stations to signify that a watchman was on duty. The white is emblematic of peace and the moral, ethical and spiritual purity each officer strives to foster. The middle stripe mirrors police mourning bands that are typically worn over badges following a line of duty death. This stripe serves to honor those who have given the fullest measure of their devotion while representing the brave men and women who presently stand in the gap, holding the line between good and evil; order and chaos.

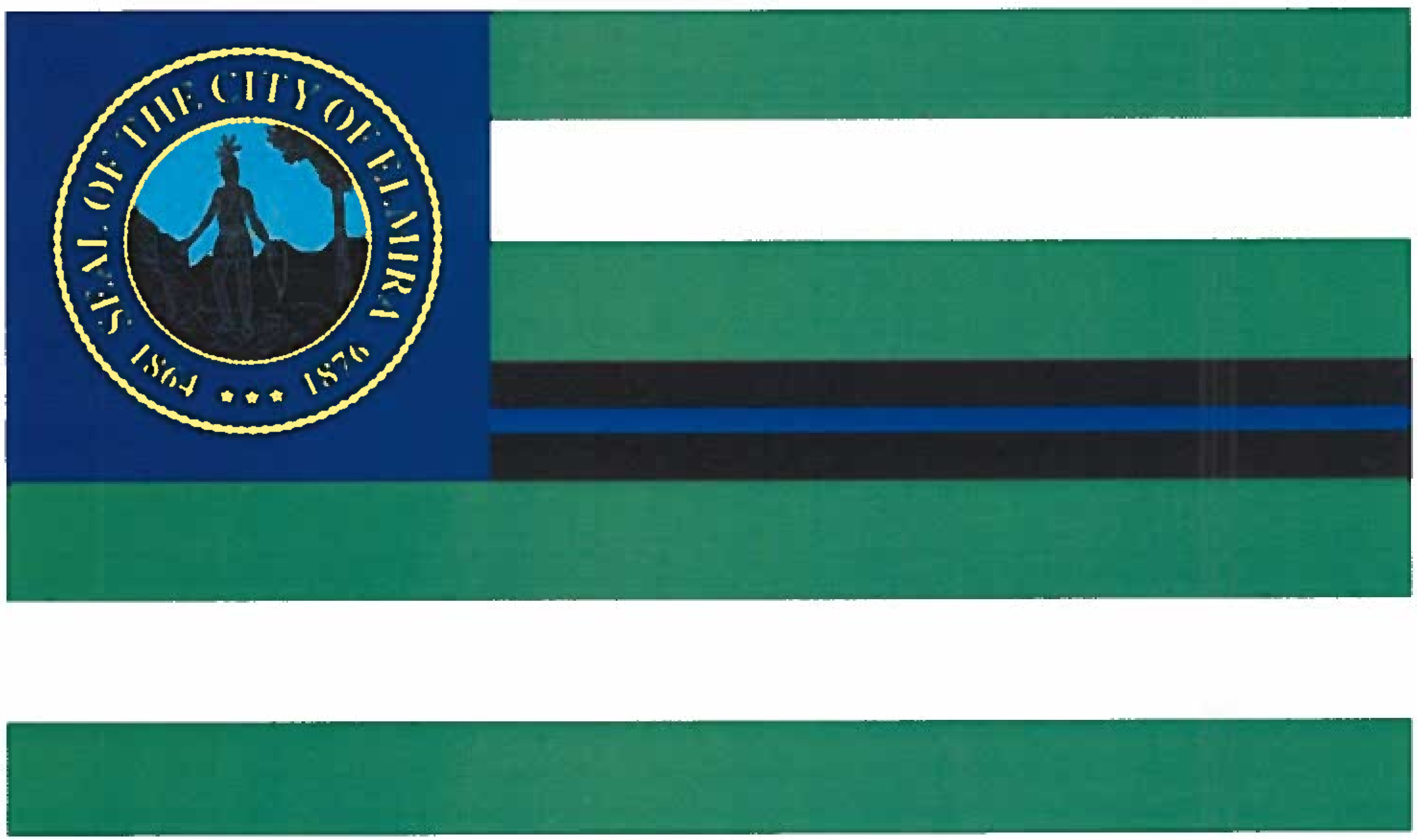
The field of deep blue represents the uniform worn by the officers of the Elmira Police Department.

The Elmira's City Seal is a replica of the original 1907 design and is slightly different from the current official seal which was updated in 1944. The City Seal is set in Elmira's official gold color and includes the year the Elmira Police Department was established, 1876. The three stars that join the two years together represent the three settlements that were eventually incorporated into the City of Elmira in 1864; Newtown, Wisnerburg and DeWittsburg.

The Elmira Police Department Standard shall serve as a visible reminder that we will always be here, protecting our neighborhoods, and doing everything possible to keep our community safe. That is something that will never change and remains the foundation of pride upon which our flag will be raised.

Approved By:

ANTHONY A. ALVERNAZ
Chief of Police


SEAL OF THE CITY OF ELMIRA
1864 1876

Agenda Summary: Receive communication from the City Manager and act on Ordinance to amend Chapter 1, Section 1-18 of the Elmira City Code of Ordinances titled "Fee Schedule" for "Parks Usage Fees" as follows: "Daily Charges*: City Resident $50.00 for 4 hours; City Resident $100.00 for 8 hours; Non-Resident $75.00 for 4 hours; Non-Resident $150.00 for 8 hours; *Limit one (1) Rental per Day."

Resolution Number: 2022-109

Sponsor: Joseph Duffy

ATTACHMENTS

resolution amend section 1-18 park useage fees - grove park pavilion 3.28.2022.doc

March 28, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The fee for the rental of the pavilion at Grove Park is set by Section 1-18 of the City Code of Ordinances. For pavilion rental of less than 30 people, is $20.00; for rental by a non-resident with less than 30 people is $25.00; for rental of more than 30 people is $25.00; and for rental by a non-resident of more than 30 people is $30.00.

The City's Superintendent of Buildings and Grounds has informed me that the rental rates are less than the cost to the City to provide services at the time of and after the rental period has expired. Accordingly, it is recommended that Section 1-18 pertaining to "Parks Usage Fees" be amended to provide for daily charges as follows:

City Resident: $50.00/4 hours	$100.00/8 hours
Non-Resident: $75.00/4 hours	$150.00/8 hours
Limit one (1) rental per day	

The following Ordinance amends Section 1-18 to implement the above charges.

Respectfully yours,

P. Michael Collins
City Manager

March 28, 2022

ORDINANCE
NO. 2022 - _______

TO AMEND CHAPTER 1, SECTION 1-18 OF THE CITY OF ELMIRA CODE OF ORDINANCES, AS AMENDED

By Councilmember ___________________________:

BE IT ORDAINED, by the City Council of the City of Elmira, New York, duly convened in regular session this 28th day of March, 2022 as follows:

<u>Section 1.</u> Section 1-18 titled "Fee Schedule" is amended by repealing the fees for "Parks Usage Fees" in its entirety.

<u>Section 2.</u> Section 1-18 titled "Fee Schedule" for "Parks Usage Fees" is as follows:

Daily Charges*:	City Resident: $50.00/4 hours	$100.00/8 hours
	Non-Resident: $75.00/4 hours	$150.00/8 hours
	Limit one (1) Rental per Day	

<u>Section 3.</u> All ordinances and parts of ordinances heretofore passed which are in conflict or inconsistent with any provision or provisions of this ordinance are hereby repealed.

<u>Section 4.</u> Effective Date. This ordinance shall become effective after adoption and publication according to law.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary: Receive communication from the City Manager and act on resolution approving the purchase of body cameras and related equipment from Axon Enterprises, Inc. for the Elmira Police Department in a total amount of $261,572.64 with annual payments in the sum of $52,314.53 commencing July 1, 2022 and ending July 1, 2026 and authorizing the Mayor to execute an agreement with Axon Enterprises, Inc.; said agreement subject to Corporation Counsel approval.

Resolution Number: 2022-110

Sponsor: Mayor Mandell

ATTACHMENTS

resolution axon enterprises EPD body cameras 3.28.2022.doc

March 28, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The 2022 Capital Budget contains an expenditure for police body cameras. After testing various cameras, the Police Chief is recommending that the City purchase body cameras manufactured by Axon Enterprise, Inc. for a total contract price of $261,572.64. The City will make annual payments in the amount of $52,314.53 commencing July 1, 2022 and continuing each year on July 1st through July 1, 2026. Competitive bidding is not required because Axon is the sole source for the cameras.

The following resolution authorizes the Mayor to execute an agreement with Axon Enterprises, Inc. for the purchase of body cameras and related equipment.

Respectfully yours,

P. Michael Collins
City Manager

March 28, 2022

RESOLUTION
NO. 2022 - _______

By Councilmember ________________________:

RESOLVED, that the communication from the City Manager regarding the City entering into an agreement with Axon Enterprises, Inc. to purchase body cameras and related equipment for the Elmira Police Department, 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 purchase of the body cameras and related equipment in the total amount of $261,572.64, which the City will make annual payments in the sum of $52,314.53 commencing July 1, 2022 and ending July 1, 2026; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with Axon Enterprises, Inc., said agreement 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 Corporation Counsel and act on resolution authorizing the leasing to Park Outdoor Advertising of New York, Inc. to maintain three (3) double-faced billboards on three (3) City-owned parcels adjacent to Interstate 86/Route 17 pursuant to the terms of said leases; copies of which are attached hereto and made a part hereof; and authorizing the Mayor to execute three (3) 15-year leases commencing January 1, 2023 pertaining to Tax Map Nos. 89.08-3-54, 89.08-3-10, and 79.20-1-1.11; said leases subject to Corporation Counsel approval.

Resolution Number: 2022-111

Sponsor: Nan Moss

ATTACHMENTS

Park Outdoor leases 3 billboards I-86 route 17 1.1.2023-12.31.2038 3.28.2022.doc
park outdoor 3 leases and addendums - 3 parcels route 17 3.28.2022.pdf

March 28, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City is the owner of three parcels adjacent to Interstate 86/Route 17. Currently, Park Outdoor Advertising of New York, Inc. (Park Outdoor) maintains a billboard on each of the parcels pursuant to written Leases with the City, which expire December 31, 2022.

Park Outdoor has requested that new Leases be entered into permitting Park Outdoor to have three (3) billboards with double faces. The annual rental payable to the City for each billboard for the first ten (10) years is $1,850.00 per face and $1,950.00 per face for each billboard for the remaining five (5) years of each Lease. The Lease terms are for a maximum of fifteen (15) years. Park Outdoor has also agreed not to advertise any product or service which is in violation of any federal, state or City of Elmira law or ordinance, any political or religious advertising, adult entertainment as defined by the City's Zoning Ordinance, and any other product which is detrimental to the interests of the City.

The following resolution authorizes the three Leases with Park Outdoor and further authorizes the Mayor to execute the Lease Agreements.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

March 28, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember ________________:

RESOLVED, that the communication from the Corporation Counsel regarding the City's Lease Agreements with Park Outdoor Advertising of New York, Inc. (Park Outdoor), be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby authorize the leasing of three (3) locations to Park Outdoor for Park Outdoor to maintain billboards on City-owned parcels adjacent to Interstate 86/Route 17 pursuant to the terms of said Leases commencing January 1, 2023 for fifteen (15) year terms; copies of which are attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Leases pertaining to City-owned parcels (Tax Map Nos. 89.08-3-54, 89.08-3-10, and 79.20-1-1.11).

ADOPTED BY THE FOLLOWING VOTE

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

PARK OUTDOOR
LEASE AGREEMENT

Park Outdoor Advertising of New York, Inc.

Corporate Headquarters
P.O. Box 4680, Ithaca, NY 14852
Ph: 607-257-1477 Fx: 607-257-3020

Lease# E00127

Date_

The City of Elmira as Lessor, hereby leases to PARK OUTDOOR ADVERTISING, Lessee, the exclusive space on the premises identified as frontage along Route 17 Tax map ID # 89.08-3-54 for a sign structure in the City/~~Town/Vil~~ of Elmira County of Chemung, State of New York Display(s) located 3 miles ~~N S E~~ W of East Ave on ~~N~~ S ~~E W~~ side of Route 17 facing ~~N S~~ E ~~W~~ for an original term of ~~ten~~ fifteen years beginning on January 1, 2023 at which time first advance payment is due, at the annual rental of $ * (Below) payable now in annual installments on existing structures. If the structure is yet to be built at the time of signing of the lease agreement, there shall be a one-time payment of $100 with annual payment commencing on a *pro-rata* basis upon completion of the structure and the length of the lease term will be extended for the same amount of time as passes until the structure is in place. [illegible]

Lessor and Lessee agree to take such reasonable action as may be necessary or appropriate to effectuate the transactions contemplated herein as promptly as possible. Lessor agrees to execute within ten (10) days time of submission all utility and governmental permit applications and memoranda of agreement.

Lessor consents to Lessee using such space for the placement of an advertising structure, [illegible]. Lessee reserves the right to modify, repair, and/or add to the structure [illegible] as Lessee deems appropriate, as long as Lessee first complies with all federal, state and city laws,ordinances, rules and regulations.

Lessor represents and warrants that Lessor is the owner of the premises above described, with full right and authority to make this lease, [illegible]. The Lessor will not permit Lessee's signs to be obstructed, and permission is granted to cut vegetation to ensure visibility of the structure and haul debris away. Lessor guarantees to Lessee free access to illuminate, service, repair or remove its advertisements and structures. The lessor shall not affix anything to or change the structure in any way, except if the structure is not in compliance with all federal, state and city laws, ordinances, rules and regulations.

Lessee shall protect and hold harmless Lessor from all damage to persons or property by reason of accidents resulting from negligent acts of its agents, employees or workmen in construction, maintenance, repair or removal of its signs from the leased premises.

All structures, materials and equipment placed upon said premises by Lessee shall always remain Lessee's personal property and not part of the real estate nor subject to any lien or claim of Lessor. The structure and materials ~~may be~~ shall be removed by Lessee [illegible] within thirty days of the termination or expiration of this lease.

If at any time the erection, placement, posting, painting, illumination or maintenance of its signs on the demised premises is prohibited by any law, ordinance or authority, or building permits are revoked or not issued, or if such activity becomes unprofitable within the sole judgement of Lessee, Lessee may terminate or reduce or modify this lease by giving Lessor thirty (30) days advance notice of such modification or termination. Any reduction in the number of faces will result in the proportionate reduction of the rental fee paid. Lessee reserves the right to file for full and fair compensation should, under governmental condemnation, this site's approvals be revoked with all paid rents to cease as of the date the condemnation occurs.

[illegible]

Neither Lessee nor Lessor is bound by any stipulation, representation or agreement not printed, written or included as an addendum for this lease. This lease shall inure to and be binding on the personal representatives, successors and assigns of the parties hereto. Lessor shall give Lessee thirty (30) days notice, in writing, if the subject property is offered for sale, or title to the property changes, or if any new leases relative to the subject property are entered into by Lessor. On or before transfer of ownership of the property, Lessor shall inform the buyer of the existence of this lease, and that it is fully enforcable and binding on the new owner. This lease cannot be assigned to anyone other than a new property owner without written approval from Park Outdoor Advertising.

The parties agree that any suit or action at law or in equity between the parties shall be venued only in the appropriate state court located within ~~Tompkins~~ Chemung County, New York. In the event of a breach of this agreement, the breaching party shall indemnify the other party for all costs occasioned by the breach, over and above any damages, to include all court costs, disbursements, experts fees and reasonable attorney's fees. Lessor agrees that in the event Lessor breaches this agreement and causes Lessee loss of use and enjoyment of the premises described herein, Lessee shall be entitled to liquidated damages of $50 per day.

Sign Location Sketch:

Additional Provisions:

Lessor ______________________
Signature

City of Elmira, Mayor
Print Name

Lessee Park Outdoor Advertising of New York, Inc.

Date ______________________

Address City Hall, 317 E. Church Street

By ______________________
Title

City/State/Zip Elmira, NY 14901

Date ______________________

Phone (607) 737-5644

Sign and return ALL copies to PARK OUTDOOR ADVERTISING OF NEW YORK, INC. Accepted copy will be returned.

Park Outdoor Advertising of New York, Inc.
P.O. Box 4680
Ithaca, NY 14852-4680

Addendum to Lease E00127 between
Park Outdoor Advertising
and the City of Elmira
(Lease dated ________________, 2022)

The following additional provisions are hereby incorporated and made part of the referenced Lease:

- Rental Amount:
  - For the first ten years of the fifteen-year lease, rent shall be $1850 per face. For the remaining five years, the rent shall increase to $1,950 per face.
- Park Outdoor Advertising of NY, Inc. will maintain general liability Insurance with limits of not less than $1,000,000.00 per occurrence, $2,000,000 aggregate, and name the City, its Officers and employees as additional insured on a primary basis.
- Park Outdoor Advertising of New York, Inc. agrees not to advertise any product or service which is:
  - In violation of any federal, State or City of Elmira law/ordinance;
  - Political or religious in nature;
  - Tobacco or nicotine product
  - Adult entertainment as described in the City of Elmira zoning ordinance; or Detrimental to the City of Elmira.
- This lease cannot be assigned to anyone other than a new owner without written approval from Park Outdoor Advertising.
- All other terms and conditions remain in effect. If there is any disparity between this Addendum and other parts of the lease, the language of this Addendum will take precedence.

Agreed to by:

PARK OUTDOOR ADVERTISING
NEW YORK, INC.

By: ________________________

Date: __________________, 2022

Agreed to by:

CITY OF ELMIRA

By: ________________________
Daniel J. Mandell, Jr./Mayor
Resolution No. 2022 - _______
Date: __________________, 2022

PARK OUTDOOR
LEASE AGREEMENT

Park Outdoor Advertising of New York, Inc.

Corporate Headquarters
P.O. Box 4680, Ithaca, NY 14852
Ph: 607-257-1477 Fx: 607-257-3020

Lease E00128
Dated I

The City of Elmira as Lessor, hereby leases to PARK OUTDOOR ADVERTISING, Lessee, the exclusive space on the premises identified as frontage along Route 17 Tax map ID # 89.08-3-10 for a sign structure in the City/~~Town~~ of Elmira County of Chemung, State of New York Display(s) located .3 miles N S E W of East Ave on N S E W side of Route 17 facing N S E W for an original term of ~~ten~~ fifteen years beginning on January 1, 2023 at which time first advance payment is due, at the annual rental of $ * (Below) payable now in annual installments on existing structures. If the structure is yet to be built at the time of signing of the lease agreement, there shall be a one-time payment of $100 with annual payment commencing on a *pro-rata* basis upon completion of the structure and the length of the lease term will be extended for the same amount of time as passes until the structure is in place. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Lessor and Lessee agree to take such reasonable action as may be necessary or appropriate to effectuate the transactions contemplated herein as promptly as possible. Lessor agrees to execute within ten (10) days time of submission all utility and governmental permit applications and memoranda of agreement.

Lessor consents to Lessee using such space for the placement of an advertising structure, XXXXXXXXXXXXXXXXXXXXXXXXXXXX. Lessee reserves the right to modify, repair, and/or add to the structure XXXXXXXXXXXXXXXXXXXXXXXXXXXX as Lessee deems appropriate, as long as Lessee first complies with all federal, state and city laws,ordinances, rules and regulations.

Lessor represents and warrants that Lessor is the owner of the premises above described, with full right and authority to make this lease, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX. The Lessor will not permit Lessee's signs to be obstructed, and permission is granted to cut vegetation to ensure visibility of the structure and haul debris away. Lessor guarantees to Lessee free access to illuminate, service, repair or remove its advertisements and structures. The lessor shall not affix anything to or change the structure in any way, except if the structure is not in compliance with all federal, state and city laws, ordinances, rules and regulations.

Lessee shall protect and hold harmless Lessor from all damage to persons or property by reason of accidents resulting from negligent acts of its agents, employees or workmen in construction, maintenance, repair or removal of its signs from the leased premises.

All structures, materials and equipment placed upon said premises by Lessee shall always remain Lessee's personal property and not part of the real estate nor subject to any lien or claim of Lessor. The structure and materials ~~may be~~ shall be removed by Lessee XXXXXXXXXXXXXXXXXXXXXXXXXXXX within thirty days of the termination or expiration of this lease.

If at any time the erection, placement, posting, painting, illumination or maintenance of its signs on the demised premises is prohibited by any law, ordinance or authority, or building permits are revoked or not issued, or if such activity becomes unprofitable within the sole judgement of Lessee, Lessee may terminate or reduce or modify this lease by giving Lessor thirty (30) days advance notice of such modification or termination. Any reduction in the number of faces will result in the proportionate reduction of the rental fee paid. Lessee reserves the right to file for full and fair compensation should, under governmental condemnation, this site's approvals be revoked with all paid rents to cease as of the date the condemnation occurs.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Neither Lessee nor Lessor is bound by any stipulation, representation or agreement not printed, written or included as an addendum for this lease. This lease shall inure to and be binding on the personal representatives, successors and assigns of the parties hereto. Lessor shall give Lessee thirty (30) days notice, in writing, if the subject property is offered for sale, or title to the property changes, or if any new leases relative to the subject property are entered into by Lessor. On or before transfer of ownership of the property, Lessor shall inform the buyer of the existence of this lease, and that it is fully enforcable and binding on the new owner. This lease cannot be assigned to anyone other than a new property owner without written approval from Park Outdoor Advertising.

The parties agree that any suit or action at law or in equity between the parties shall be venued only in the appropriate state court located within ~~Tompkins~~ Chemung County, New York. In the event of a breach of this agreement, the breaching party shall indemnify the other party for all costs occasioned by the breach, over and above any damages, to include all court costs, disbursements, experts fees and reasonable attorney's fees. Lessor agrees that in the event Lessor breaches this agreement and causes Lessee loss of use and enjoyment of the premises described herein, Lessee shall be entitled to liquidated damages of $50 per day.

Sign Location Sketch:

Additional Provisions:

(See Addendum)

Lessor ____________________
Signature

City of Elmira, Mayor
Print Name

Lessee Park Outdoor Advertising of New York, Inc.

Date ____________________

Address City Hall, 317 E. Church Street

By ____________________
Title

City/State/Zip Elmira, NY 14901

Date ____________________

Phone (607) 737-5644

Sign and return ALL copies to PARK OUTDOOR ADVERTISING OF NEW YORK, INC. Accepted copy will be returned.

Park Outdoor Advertising of New York, Inc.
P.O. Box 4680
Ithaca, NY 14852-4680

Addendum to Lease E00128 between
Park Outdoor Advertising
and the City of Elmira
(Lease dated ________________, 2022)

The following additional provisions are hereby incorporated and made part of the referenced Lease:

- Rental Amount:
  - For the first ten years of the fifteen-year lease, rent shall be $1850 per face. For the remaining five years, the rent shall increase to $1,950 per face.
- Park Outdoor Advertising of NY, Inc. will maintain general liability Insurance with limits of not less than $1,000,000.00 per occurrence, $2,000,000 aggregate, and name the City, its Officers and employees as additional insured on a primary basis.
- Park Outdoor Advertising of New York, Inc. agrees not to advertise any product or service which is:
  - In violation of any federal, State or City of Elmira law/ordinance;
  - Political or religious in nature;
  - Tobacco or nicotine product
  - Adult entertainment as described in the City of Elmira zoning ordinance; or Detrimental to the City of Elmira.
- This lease cannot be assigned to anyone other than a new owner without written approval from Park Outdoor Advertising.
- All other terms and conditions remain in effect. If there is any disparity between this Addendum and other parts of the lease, the language of this Addendum will take precedence.

Agreed to by:

PARK OUTDOOR ADVERTISING
NEW YORK, INC.

By: ________________________

Date: ____________________, 2022

Agreed to by:

CITY OF ELMIRA

By: ________________________

Daniel J. Mandell, Jr./Mayor
Resolution No. 2022 - _______
Date: ____________________, 2022

PARK OUTDOOR
LEASE AGREEMENT

Park Outdoor Advertising of New York, Inc.

Corporate Headquarters
P.O. Box 4680, Ithaca, NY 14852
Ph: 607-257-1477 Fx: 607-257-3020

Lease E00130

Dated

The City of Elmira as Lessor, hereby leases to PARK OUTDOOR ADVERTISING, Lessee, the exclusive space on the premises identified as frontage along Route 17 Tax map ID # 79.20-1-1.11 for a sign structure in the City/~~Town~~ of Elmira County of Chemung, State of New York Display(s) located 3 miles ~~N S E~~ W of East Ave on ~~N~~ S ~~E W~~ side of Route 17 facing ~~N S~~ E ~~W~~ for an original term of ~~ten~~ fifteen years beginning on January 1, 2023 at which time first advance payment is due, at the annual rental of $ * (Below) payable now in annual installments on existing structures. If the structure is yet to be built at the time of signing of the lease agreement, there shall be a one-time payment of $100 with annual payment commencing on a *pro-rata* basis upon completion of the structure and the length of the lease term will be extended for the same amount of time as passes until the structure is in place. ~~After the original term of this lease shall continue in force from year to year to a period of ten (10) [illegible]~~

Lessor and Lessee agree to take such reasonable action as may be necessary or appropriate to effectuate the transactions contemplated herein as promptly as possible. Lessor agrees to execute within ten (10) days time of submission all utility and governmental permit applications and memoranda of agreement.

Lessor consents to Lessee using such space for the placement of an advertising structure, ~~[illegible]~~. Lessee reserves the right to modify, repair, and/or add to the structure ~~[illegible]~~ as Lessee deems appropriate, as long as Lessee first complies with all federal, state and city laws,ordinances, rules and regulations.

Lessor represents and warrants that Lessor is the owner of the premises above described, with full right and authority to make this lease, ~~[illegible]~~. The Lessor will not permit Lessee's signs to be obstructed, and permission is granted to cut vegetation to ensure visibility of the structure and haul debris away. Lessor guarantees to Lessee free access to illuminate, service, repair or remove its advertisements and structures. The lessor shall not affix anything to or change the structure in any way, except if the structure is not in compliance with all federal, state and city laws, ordinances, rules and regulations.

Lessee shall protect and hold harmless Lessor from all damage to persons or property by reason of accidents resulting from negligent acts of its agents, employees or workmen in construction, maintenance, repair or removal of its signs from the leased premises.

All structures, materials and equipment placed upon said premises by Lessee shall always remain Lessee's personal property and not part of the real estate nor subject to any lien or claim of Lessor. The structure and materials ~~may be~~ shall be removed by Lessee ~~at any time up to a reasonable time after the termination of this lease~~ within thirty days of the termination or expiration of this lease.

If at any time the erection, placement, posting, painting, illumination or maintenance of its signs on the demised premises is prohibited by any law, ordinance or authority, or building permits are revoked or not issued, or if such activity becomes unprofitable within the sole judgement of Lessee, Lessee may terminate or reduce or modify this lease by giving Lessor thirty (30) days advance notice of such modification or termination. Any reduction in the number of faces will result in the proportionate reduction of the rental fee paid. Lessee reserves the right to file for full and fair compensation should, under governmental condemnation, this site's approvals be revoked with all paid rents to cease as of the date the condemnation occurs.

~~[illegible]~~

Neither Lessee nor Lessor is bound by any stipulation, representation or agreement not printed, written or included as an addendum for this lease. This lease shall inure to and be binding on the personal representatives, successors and assigns of the parties hereto. Lessor shall give Lessee thirty (30) days notice, in writing, if the subject property is offered for sale, or title to the property changes, or if any new leases relative to the subject property are entered into by Lessor. On or before transfer of ownership of the property, Lessor shall inform the buyer of the existence of this lease, and that it is fully enforcable and binding on the new owner. This lease cannot be assigned to anyone other than a new property owner without written approval from Park Outdoor Advertising.

The parties agree that any suit or action at law or in equity between the parties shall be venued only in the appropriate state court located within ~~Tompkins~~ Chemung County, New York. In the event of a breach of this agreement, the breaching party shall indemnify the other party for all costs occasioned by the breach, over and above any damages, to include all court costs, disbursements, experts fees and reasonable attorney's fees. Lessor agrees that in the event Lessor breaches this agreement and causes Lessee loss of use and enjoyment of the premises described herein, Lessee shall be entitled to liquidated damages of $50 per day.

Sign Location Sketch:

Additional Provisions:

(See Addendum)

Lessor ____________________
Signature

City of Elmira, Mayor
Print Name

Date ____________________

Address City Hall, 317 E. Church Street

City/State/Zip Elmira, NY 14901

Phone (607) 737-5644

Lessee Park Outdoor Advertising of New York, Inc.

____

By ____________________
Title

Date ____________________

Sign and return ALL copies to PARK OUTDOOR ADVERTISING OF NEW YORK, INC. Accepted copy will be returned.

Park Outdoor Advertising of New York, Inc.
P.O. Box 4680
Ithaca, NY 14852-4680

Addendum to Lease E00130 between
Park Outdoor Advertising
and the City of Elmira
(Lease dated _____________, 2022)

The following additional provisions are hereby incorporated and made part of the referenced Lease:

- Rental Amount:
    - For the first ten years of the fifteen-year lease, rent shall be $1850 per face. For the remaining five years, the rent shall increase to $1,950 per face.
- Park Outdoor Advertising of NY, Inc. will maintain general liability Insurance with limits of not less than $1,000,000.00 per occurrence, $2,000,000 aggregate, and name the City, its Officers and employees as additional insured on a primary basis.
- Park Outdoor Advertising of New York, Inc. agrees not to advertise any product or service which is:
    - In violation of any federal, State or City of Elmira law/ordinance;
    - Political or religious in nature;
    - Tobacco or nicotine product
    - Adult entertainment as described in the City of Elmira zoning ordinance; or Detrimental to the City of Elmira.
- This lease cannot be assigned to anyone other than a new owner without written approval from Park Outdoor Advertising.
- All other terms and conditions remain in effect. If there is any disparity between this Addendum and other parts of the lease, the language of this Addendum will take precedence.

Agreed to by:

PARK OUTDOOR ADVERTISING
NEW YORK, INC.

By: ________________________

Date: ____________________, 2022

Agreed to by:

CITY OF ELMIRA

By: ____________________________
Daniel J. Mandell, Jr./Mayor
Resolution No. 2022 - _______
Date: ____________________, 2022

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with Elmira Housing Authority whereby the City agrees to provide additional police patrol services over its baseline services for the period from April 1, 2022 through March 31, 2023 at a cost of $53,312.80 paid by the Housing Authority to the City; said agreement subject to Corporation Counsel approval.

Resolution Number: 2022-112

Sponsor: Tory Kitching

ATTACHMENTS

resolution elmira housing supp law enforcement coop agmt 2022-20223 3.28.2022.doc

March 28, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Pursuant to previous resolutions, since May 1, 1998, the City has entered into agreements with the Elmira Housing Authority (Housing Authority) to provide additional police services over and above the basic services rendered by the City. The most recent agreement expires on March 31, 2022. The Housing Authority has requested to enter into a new agreement with the City for a one-year period commencing from April 1, 2022 through March 31, 2023. The Housing Authority will pay the City the sum of $53,312.80 for the additional police services.

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

Respectfully yours,

P. Michael Collins
City Manager

March 28, 2022

RESOLUTION
NO. 2022 - _______

By Councilmember _____________________________:

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

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with the Elmira Housing Authority whereby the City agrees to provide additional police patrol services over its baseline services to the Housing Authority for the period from April 1, 2022 through March 31, 2023 at a cost of $53,312.80 paid by the Housing Authority to the City; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

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

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

Resolution Number: 2022-113

Sponsor: Nan Moss

ATTACHMENTS

03-28-2022 audit (LEAD).doc

March 28, 2022

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2022-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$8,640.00** are hereby audited for payment for the LEAD Hazard Reduction Grant, March 28, 2022.

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
Payroll Expenses	Payroll	March 31st payroll to be reimbursed to CDBG- not to exceed	$2,600.00
Credit Reports	AmRent	invoice # 2679636 Access Fee	$15.00
Professional Fees	Eco-Testing Services	Invoice # 1063	$1,550.00
Professional Fees	Eco-Testing Services	Invoice # 1067	$600.00
Professional Fees	Eco-Testing Services	See attachment for additional information	$1,550.00
Professional Fees	Eco-Testing Services	See attachment for additional information	$1,550.00
Professional Fees	Eco-Testing Services	See attachment for additional information	$775.00
		TOTAL	**$8,640.00**

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

Resolution Number: 2022-114

Sponsor: Mayor Mandell

ATTACHMENTS

03-28-2022 audit (ADLN).docx

March 28, 2022

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2022-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$9,000.00,** they are hereby audited for payment for the Anti Displacement Learning Network grant, March 28, 2022.

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 (Payment to come from City Chamberlain)	See Attachment	Anti-displacement learning network grant funding	$ 9,000.00
		TOTAL	**$ 9,000.00**

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

Resolution Number: 2022-115

Sponsor: Brent Stermer

ATTACHMENTS

03-28-2022 audit (CDBG;HOME).docx

March 28, 2022

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2022-______

Councilmember ________________________________

RESOLVED, that the bills in the amount of **$91,828.89,** they are hereby audited for payment for the Community Development Block Grant, March 28, 2022.

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- Payroll Admin- Payroll	Payroll	March 17th 2022 payroll not to exceed	$13,500.00
FTHB Inspections	Snyder Inspection Services	See Attachment For Additional Information	$500.00
General admin- office supplies	H.L. Treu Office Supplies	Invoice # 246391	$21.60
Provision for Public Service	Catholic Charities	Reimbursement for COVID related expenses	$25,202.96
Provision for public Service	Catholic Charites- Emergency Shelter	3rd quarter CDBG grant payment	$6,250.00
Provision for public Service	EOP- Ernie Davis Community Center	3rd quarter CDBG grant payment	$6,250.00
Provision for public Service	ARC of Chemung	3rd quarter CDBG grant payment	$3,750.00
Provision for public Service	Court Appointed Special Advocates	3rd quarter CDBG grant payment	$4,000.00

Provision for public Service	Catholic Charities- Homeownership Counseling	3rd quarter CDBG grant payment	$6,250.00
Provision for public Service	Southside Community Center	3rd quarter CDBG grant payment	$5,417.00
Provision for public Service	Meals on Wheels of Chemung County	3rd quarter CDBG grant payment	$6,000.00
Provision for public Service	Salvation Army's Pathways of Hope	3rd quarter CDBG grant payment	$2,500.00
	Grace Episcopal Church	Reimbursement for COVID related expenses	$172.33
Rehab Admin- Credit Reports	AmRent	Credit Checks	$15.00
First Time Homebuyer Pre Counseling	Catholic Charities	FTHB Credit Counseling	$2,000.00
FTHB Deferred Grant	See Attachment For Additional Information	See Attachment For Additional Information	$10,000.00
		TOTAL	**$91,828.89**

Agenda Summary: Act on Audit

Resolution Number: 2022-116

Sponsor: Nan Moss

ATTACHMENTS

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

DATE: March 28, 2022

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:	$691,482.22
CAPITAL FUNDS:	$6,131.90
COMMUNITY DEVELOPMENT;	$0.00
TRUST & AGENCY FUNDS:	$0.00
SELF INSURANCE FUNDS:	$0.00

TOTAL PER ATTACHED COMPUTER LIST:	$697,614.12

OTHER PAYMENTS:

PAYROLLS W/E Mar 27, 2022	$625,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	$6,857.55
CAPITAL HAND CHECKS	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

TOTAL OTHER PAYMENTS:	$631,857.55

GRAND TOTAL PAYMENTS:	$1,329,471.67
	===============

RESOLUTION NO. 2022-

By Councilmember ______________________

RESOLVED, that the bills and the payrolls in the amount of $1,329,471.67 be and they hereby are audited and approved for payment, when in funds.

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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City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 03/28/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	03/28/2022	199493	Accounts Payable	ALPS ELEVATOR INSPECTION SVCS		250.00
	Invoice	Date		Description		Amount
	44162	03/09/2022		ANNUAL ELEVATOR INSPECTION AT PARKING GARAGE		250.00
Check	03/28/2022	199494	Accounts Payable	AMAZON CAPITAL SERVICES INC		19.96
	Invoice	Date		Description		Amount
	1HD3-Y7F3-JT91	03/15/2022		Blanket PO Office Supplies		19.96
Check	03/28/2022	199495	Accounts Payable	AT&T		165.71
	Invoice	Date		Description		Amount
	1175765110	03/01/2022		ACCTT#1000-810-0850		165.71
Check	03/28/2022	199496	Accounts Payable	Auto Zone		613.00
	Invoice	Date		Description		Amount
	2950381815+	03/01/2022		PARTS/HARDWARE PGB-2220		613.00
Check	03/28/2022	199497	Accounts Payable	BALLAND ENTERPRISES INC.		75.00
	Invoice	Date		Description		Amount
	2022-2110	03/01/2022		FENCING FOR ANIMAL SHELTER REPAIR		75.00
Check	03/28/2022	199498	Accounts Payable	BEAM MACK		226.63
	Invoice	Date		Description		Amount
	354820E	03/08/2022		TRUCK PARTS		226.63
Check	03/28/2022	199499	Accounts Payable	BOBCAT OF THE TWIN TIERS		389.42
	Invoice	Date		Description		Amount
	03-154488	03/10/2022		BOBCAT PARTS		389.42
Check	03/28/2022	199500	Accounts Payable	BOTACH TACTICAL		699.90
	Invoice	Date		Description		Amount
	25694	02/14/2022		123 (3V) Batteries		699.90
Check	03/28/2022	199501	Accounts Payable	BURGER KING		85.70
	Invoice	Date		Description		Amount
	VARIOUS.	03/15/2022		PRISONER MEALS		55.98
	RE-ISSUE	03/15/2022		OCTOBER & NOVEMBER MEALS		29.72
Check	03/28/2022	199502	Accounts Payable	CHAMPION FASTENERS		673.06
	Invoice	Date		Description		Amount
	74669+	03/08/2022		BLANKET FOR NUTS, BOLTS, HARDWARE		341.60
	74791	03/09/2022		HARDWARE/PLOW PARTS		35.25
	74818, 74895	03/09/2022		PARTS/HARDWARE RFB#2143		84.85
	74775	03/08/2022		BLANKET FOR HARDWARE SUPPLIES		17.00
	74816,74897	03/09/2022		BLANKET FOR HARDWARE SUPPLIES		117.56
	74829	03/10/2022		BLANKET FOR TOOLS, NUTS & BOLTS, COURSE SUPPLIES		76.80
Check	03/28/2022	199503	Accounts Payable	CHAPEL LUMBER COMPANY		2,516.49
	Invoice	Date		Description		Amount
	2203-043508	03/01/2022		2X10X8 BOARDS FOR PICNIC TABLES		2,468.55
	2203-044178	03/08/2022		BLANKET FOR LUMBER AND BUILDING MATERIALS		47.94
Check	03/28/2022	199504	Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT		386,222.54
	Invoice	Date		Description		Amount

	MARCH	03/15/2022	ADMIN FEE	5,707.72
	MARCH INSURANCE	03/15/2022	MONTHLY FEE	380,514.82
Check	03/28/2022	199505 Accounts Payable	CHEMUNG COUNTY TRANSFER	22,524.10
	Invoice	Date	Description	Amount
	133744,133762	02/21/2022	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	9,156.54
	133746	02/21/2022	GARBAGE COLLECTION FEES- ELM HEIGHTS	530.09
	133806+	03/01/2022	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	11,425.94
	133808	03/01/2022	GARBAGE COLLECTION FEES- ELM HEIGHTS	608.17
	133807	03/15/2022	CUST#TI-00038	803.36
Check	03/28/2022	199506 Accounts Payable	CHEMUNG SUPPLY CORPORATION	29.00
	Invoice	Date	Description	Amount
	15012	03/03/2022	GENL HARDWARE/PARTS/FLEET RFB#2273	29.00
Check	03/28/2022	199507 Accounts Payable	COLDIRON FUEL INC.	72.29
	Invoice	Date	Description	Amount
	256416, 256208	03/04/2022	FUEL OIL/LUBRICANTS	72.29
Check	03/28/2022	199508 Accounts Payable	CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.	11,728.61
	Invoice	Date	Description	Amount
	61845654101	03/15/2022	CUST#2530739-41493	11,728.61
Check	03/28/2022	199509 Accounts Payable	CORNELL UNIVERSITY HOSPITAL FOR ANIMALS	46.00
	Invoice	Date	Description	Amount
	1771011	03/15/2022	CLIENT ID#87829	46.00
Check	03/28/2022	199510 Accounts Payable	COVETRUS	481.59
	Invoice	Date	Description	Amount
	VS89721	03/15/2022	SHELTER SUPPLIES	481.59
Check	03/28/2022	199511 Accounts Payable	CULLIGAN	661.15
	Invoice	Date	Description	Amount
	272x29425800	02/28/2022	WATER AND COOLER RENTAL	9.40
	2-15-22	02/15/2022	ACCT#272-00120527-2	104.50
	2/15/22	02/15/2022	ACCT#272-00120519-9	220.00
	3/15/22	03/15/2022	ACCT#272-00120519-9	220.00
	3/15/22 - 2	03/15/2022	272-00120527-2	107.25
Check	03/28/2022	199512 Accounts Payable	CURA	258.63
	Invoice	Date	Description	Amount
	H014401881	02/08/2022	PRISONER MEALS	58.14
	HO14401851	03/15/2022	PRISONER MEALS	200.49
Check	03/28/2022	199513 Accounts Payable	CUSTOM PEST CONTROL	50.00
	Invoice	Date	Description	Amount
	104967	03/03/2022	PEST CONTROL AT 312 BUILIDNG	50.00
Check	03/28/2022	199514 Accounts Payable	D.B.M. CONTROLS DIST.	54.90
	Invoice	Date	Description	Amount
	128576	03/14/2022	THERMOSTAT FOR CITY HALL	54.90
Check	03/28/2022	199515 Accounts Payable	DAN SWEARINGEN	60.00
	Invoice	Date	Description	Amount
	GOLDIE	03/15/2022	SOUTHPORT HORSES - FARRIER	60.00
Check	03/28/2022	199516 Accounts Payable	DAVE'S TOWING	620.00
	Invoice	Date	Description	Amount
	53317,52863 +	02/28/2022	1/31 STATEMENT	620.00
Check	03/28/2022	199517 Accounts Payable	DAVID SNYDER	250.00
	Invoice	Date	Description	Amount
	12/9/21	03/15/2022	FARRIER SERVICE - SOUTHPORT HORSES	250.00
Check	03/28/2022	199518 Accounts Payable	DAVIS ULMER	425.00
	Invoice	Date	Description	Amount

	1052-F115342	03/04/2022		SPRINKLER SYSTEM INSPECTION	425.00
Check	03/28/2022	199519	Accounts Payable	DEPARTMENT OF COMMUNITY DEV	262.68
	Invoice	Date		Description	Amount
	PRATT VISION	03/15/2022		2021 VISION REFUND	262.68
Check	03/28/2022	199520	Accounts Payable	DIRECT ENERGY BUSINESS MARKETING, LLC	9,570.32
	Invoice	Date		Description	Amount
	HS22912703	03/15/2022		ACCT#692586-3081	9,570.32
Check	03/28/2022	199521	Accounts Payable	DONALD NICHOLS	164.50
	Invoice	Date		Description	Amount
	MARCH 7 2022	03/08/2022		CDL LICENSE REIMBURSEMENT	164.50
Check	03/28/2022	199522	Accounts Payable	EAGLE POINT GUN	6,808.86
	Invoice	Date		Description	Amount
	155994/188189	03/15/2022		GUNS/AMMUNITION	6,808.86
Check	03/28/2022	199523	Accounts Payable	EASTERN SECURITY SERVICES	160.35
	Invoice	Date		Description	Amount
	r263211	03/01/2022		MONITORING SERVICES BLANKET/BILL	160.35
Check	03/28/2022	199524	Accounts Payable	EUGENE OTTAVIANI	891.00
	Invoice	Date		Description	Amount
	MEDCARE PT B	03/15/2022		RE-ISSUE LOST CHECK	891.00
Check	03/28/2022	199525	Accounts Payable	FIRE ALARM SERVICE TECH.	330.00
	Invoice	Date		Description	Amount
	39404	03/15/2022		CHECK THAT WAS EXPIRED	330.00
Check	03/28/2022	199526	Accounts Payable	FIRST CLASS GLASS AND MIRROR	290.00
	Invoice	Date		Description	Amount
	13564	03/03/2022		GLASS/WINDSHIELD REPAIRS/EPD CARS	290.00
Check	03/28/2022	199527	Accounts Payable	FIRSTLIGHT FIBER	467.00
	Invoice	Date		Description	Amount
	10991939	03/15/2022		ACCT#38403	467.00
Check	03/28/2022	199528	Accounts Payable	FREEMAN COMMUNICATIONS	394.48
	Invoice	Date		Description	Amount
	23220218	03/15/2022		FREEMAN Training Office Radios	394.48
Check	03/28/2022	199529	Accounts Payable	GOLOS PRINTING, INC.	151.00
	Invoice	Date		Description	Amount
	S78B29	03/15/2022		GROUP INSURANCE FORMS	151.00
Check	03/28/2022	199530	Accounts Payable	GOODYEAR	1,200.00
	Invoice	Date		Description	Amount
	32254	03/02/2022		TIRES/REPAIRS-BLANKET PO	1,200.00
Check	03/28/2022	199531	Accounts Payable	GRIFFITH OIL CO.	268.32
	Invoice	Date		Description	Amount
	4642913	02/02/2022		ACCT#2906480	225.97
	3/1/22	03/15/2022		RANGE PROPANE	42.35
Check	03/28/2022	199532	Accounts Payable	HESSELSON'S	109.99
	Invoice	Date		Description	Amount
	23814	02/01/2022		CSEA BOOT ALLOWANCE-B&G	109.99
Check	03/28/2022	199533	Accounts Payable	I. D. BOOTH, INC.	3,537.64
	Invoice	Date		Description	Amount
	s1252439.001+	02/23/2022		BLANKET ELECTRICAL & STREETLIGHT SUPPLIES	1,276.40
	1265896+	03/04/2022		BLANKET PO FOR PLUMBING, PARTS, SUPPLIES	360.01
	1188014	02/22/2022		STEEL FOR ANIMAL SHELTER DOORS	350.26
	1253386+	02/11/2022		BLANKET FOR STEEL SUPPLIES & PLUMBING SUPPLIES	35.66
	1218188	02/01/2022		BLANKET PO FOR STREETLIGHT SUPPLIES	965.31

	s1234344.001	01/12/2022		BLANKET ELECTRICAL & STREETLIGHT SUPPLIES	180.00
	S1254341.001	02/22/2022		PARTS/HARDWARE	370.00
Check	03/28/2022	199534	Accounts Payable	INTERSTATE BATTERY SYSTEM	473.40
	Invoice	Date		Description	Amount
	120881	03/01/2022		BLANKET FOR BATTERIES	473.40
Check	03/28/2022	199535	Accounts Payable	JAMES J TURCSIK, JR.	2,341.95
	Invoice	Date		Description	Amount
	W/E 3/20/22	03/15/2022		PER CONTRACT	2,341.95
Check	03/28/2022	199536	Accounts Payable	JH DESIGN	240.00
	Invoice	Date		Description	Amount
	10472	02/08/2022		DOOR REPAIR - 208	240.00
Check	03/28/2022	199537	Accounts Payable	JOHN'S EQUIPMENT RENTAL	539.99
	Invoice	Date		Description	Amount
	54739	03/07/2022		EQUIPMENT/PARTS/HARDWARE	539.99
Check	03/28/2022	199538	Accounts Payable	JULIE ELWOOD	374.93
	Invoice	Date		Description	Amount
	INSURANCE REIMB	03/15/2022		MEDICAL REIMBURSEMENT	374.93
Check	03/28/2022	199539	Accounts Payable	LAFRANCE EQUIPMENT CORP.	409.60
	Invoice	Date		Description	Amount
	0062386-IN	02/07/2022		LAFRANCE Shields/Shield Holders	409.60
Check	03/28/2022	199540	Accounts Payable	LOWE'S COMPANIES, INC.	125.65
	Invoice	Date		Description	Amount
	41344234	03/15/2022		TOTES	125.65
Check	03/28/2022	199541	Accounts Payable	MARC IMMERMAN, M.D.	1,500.00
	Invoice	Date		Description	Amount
	SWAT	03/15/2022		SWAT AGREEMENT	1,500.00
Check	03/28/2022	199542	Accounts Payable	MICHAEL P. MARRONE	808.68
	Invoice	Date		Description	Amount
	INSURANCE REIMB	03/15/2022		MEDICAL REIMBURSEMENT	808.68
Check	03/28/2022	199543	Accounts Payable	MIDWEST MOTOR SUPPLY CO INC	614.46
	Invoice	Date		Description	Amount
	9663872, 9675450	02/28/2022		SHOP EQUIP/TOOLS/SUPPLIES	614.46
Check	03/28/2022	199544	Accounts Payable	MONROE TRACTOR	1,088.39
	Invoice	Date		Description	Amount
	P50552	03/07/2022		WINDSHIELD AND MIRROR FOR #313 LOADER	1,088.39
Check	03/28/2022	199545	Accounts Payable	NAPA AUTO PARTS	3,435.99
	Invoice	Date		Description	Amount
	6718-052972	02/25/2022		OIL/LUBRICANTS/SOURCEWELL #032521-GPC	1,497.94
	053126+	02/28/2022		PARTS/BLANKET PO SOURCEWELL CONTRACT	1,938.05
Check	03/28/2022	199546	Accounts Payable	NATALIE AMISANO	284.90
	Invoice	Date		Description	Amount
	12/28//21	03/15/2022		SOUTHPORT HORSES - HAY	284.90
Check	03/28/2022	199547	Accounts Payable	NOCO	21,196.37
	Invoice	Date		Description	Amount
	SP12300072	03/09/2022		FUEL-BLANKET PO RFB#2201 RES#21-331	899.50
	SP12291773+	02/28/2022		FUEL-BLANKET PO RFB#2201 RES#21-331	20,296.87
Check	03/28/2022	199548	Accounts Payable	NYS DEPT OF ENVIRONMENTAL CONSERVAT	110.00
	Invoice	Date		Description	Amount
	9990000527362	01/03/2022		NYS ANNUAL BASE FEE	110.00
Check	03/28/2022	199549	Accounts Payable	NYSEG	118.13
	Invoice	Date		Description	Amount

	3/10/22	03/15/2022		ACCT#1005-0397-206	118.13
Check	03/28/2022	199550	Accounts Payable	NYSEG	110.24
	Invoice	Date		Description	Amount
	3/2/22	03/15/2022		ACCT#1005-1984-374	110.24
Check	03/28/2022	199551	Accounts Payable	NYSID	3,930.35
	Invoice	Date		Description	Amount
	950608	03/04/2022		CLEANING SERVICES IN BUILDINGS	3,930.35
Check	03/28/2022	199552	Accounts Payable	OVERHEAD DOOR CO. OF ELMIRA	3,330.00
	Invoice	Date		Description	Amount
	EL0322-0034	03/04/2022		GARAGE DOOR REPAIR AT DPW	3,000.00
	EL0322-0014	03/03/2022		MVP REMOTE CONTROLS FOR DOORS	330.00
Check	03/28/2022	199553	Accounts Payable	PARMENTER MOTORS, INC.	415.70
	Invoice	Date		Description	Amount
	137505, 137618	03/02/2022		OUTSIDE REPAIRS	190.70
	2/21/22	03/04/2022		STATEMENT	225.00
Check	03/28/2022	199554	Accounts Payable	Passport Labs, Inc	655.74
	Invoice	Date		Description	Amount
	INV-1028451	03/15/2022		TICKET PROCESSING FEE	655.74
Check	03/28/2022	199555	Accounts Payable	PATRICK D JOHNSON	165.00
	Invoice	Date		Description	Amount
	REISSUE OLD CK	03/15/2022		MEALS PER DIEM	165.00
Check	03/28/2022	199556	Accounts Payable	PAWS OF NY	943.00
	Invoice	Date		Description	Amount
	STATEMENT-3/1	03/15/2022		ACCOUNT #126	943.00
Check	03/28/2022	199557	Accounts Payable	PEOPLEREADY INC	8,654.87
	Invoice	Date		Description	Amount
	27235466	03/02/2022		TEMP SERVICES	2,882.54
	27250140	03/08/2022		TEMP SERVICES	2,437.37
	27258732	03/15/2022		TEMP SERVICES	3,334.96
Check	03/28/2022	199558	Accounts Payable	PERRY & CARROLL, INC.	120,875.00
	Invoice	Date		Description	Amount
	426492	03/15/2022		POLICY#ZUP-16P22632-22-PA	26,000.00
	426490	03/15/2022		POLICY#ZLP-41N45937-22-PA	31,213.00
	426488	03/15/2022		POLICY#H-PRH-OT939493-TIL-22	187.00
	426493	03/15/2022		POLICY#H-630-OT392169-TIL-22	18,505.00
	426489	03/15/2022		POLICY#H1N-810-OT392169-IND-22	44,910.00
	426487	03/15/2022		POLICY#B1197916-BEVERAGE CART	30.00
	426491	03/15/2022		POLICY#B1197913	30.00
Check	03/28/2022	199559	Accounts Payable	POINT SPRING & DRIVESHAFT CO.	2,560.56
	Invoice	Date		Description	Amount
	T171052+	02/28/2022		HEAVY DUTY PARTS RFB#2077R	2,560.56
Check	03/28/2022	199560	Accounts Payable	POSTLER & JAECKLE	624.54
	Invoice	Date		Description	Amount
	2229837	12/21/2021		SNACK SHOP HEATER REPAIR	624.54
Check	03/28/2022	199561	Accounts Payable	POSTMASTER	3,500.00
	Invoice	Date		Description	Amount
	2639948	03/15/2022		PERMIT#PD 95031-000	3,500.00
Check	03/28/2022	199562	Accounts Payable	POSTMASTER	258.00
	Invoice	Date		Description	Amount
	3/3/22	03/15/2022		PO BOX 876	258.00
Check	03/28/2022	199563	Accounts Payable	PRAXAIR DISTRIBUTION, INC.	164.50
	Invoice	Date		Description	Amount
	69429045+	03/12/2022		BLANKET FOR WELDING, CUTTING & GAS SUPPLIES	164.50

Check	03/28/2022	199564 Accounts Payable		PRESTIGE FLAG	487.09
	Invoice		Date	Description	Amount
	704331		03/03/2022	GOLF COURSE FLAGS	487.09
Check	03/28/2022	199565 Accounts Payable		R & R PRODUCTS, INC.	845.50
	Invoice		Date	Description	Amount
	CD2646354-468.50		03/03/2022	BLANKET FOR GOLF COURSE SUPPLIES	845.50
Check	03/28/2022	199566 Accounts Payable		R S PARKER LANDSCAPING	28,896.00
	Invoice		Date	Description	Amount
	9302		01/15/2022	Abatements - Jan 2022	28,896.00
Check	03/28/2022	199567 Accounts Payable		RANGER OUTFITTERS	21.00
	Invoice		Date	Description	Amount
	23854		02/22/2022	name plates	21.00
Check	03/28/2022	199568 Accounts Payable		Recon Robotics	159.00
	Invoice		Date	Description	Amount
	76017		03/15/2022	Throwbot battery charger	159.00
Check	03/28/2022	199569 Accounts Payable		RINWALSKE GARAGE	7,494.86
	Invoice		Date	Description	Amount
	STATEMENT 2357		02/01/2022	TOWING	700.00
	2385		03/15/2022	TOWING 2/21 - 2/28	500.00
	2K203		03/15/2022	MVA - EPD #203	6,294.86
Check	03/28/2022	199570 Accounts Payable		SANDRA WARNER	120.00
	Invoice		Date	Description	Amount
	2/12/22		03/15/2022	SOUTHPORT HORSES - HAY	120.00
Check	03/28/2022	199571 Accounts Payable		SOUTHERN TIER SENTRY HARDWARE	113.89
	Invoice		Date	Description	Amount
	78527,78509		03/02/2022	BLANKET FOR PARTS, SUPPLIES, HARDWARE	32.74
	78704		03/08/2022	BLANKET FOR PARTS/SUPPLIES/HARDWARE	12.23
	78614		03/08/2022	BLANKET FOR PARTS, SUPPLIES, HARDWARE	32.97
	78584		03/15/2022	SO TIER SENTRY Various Hardware BPO	35.95
Check	03/28/2022	199572 Accounts Payable		STAPLES BUSINESS ADVANTAGE	1,317.42
	Invoice		Date	Description	Amount
	3500776714+		02/24/2022	OFFICE SUPPLIES	102.64
	3501770532		03/03/2022	OFFICE SUPPLIES	116.77
	3499633338		03/10/2022	Office Supplies	1,098.01
Check	03/28/2022	199573 Accounts Payable		STAR GAZETTE	137.41
	Invoice		Date	Description	Amount
	AD#0005159519		03/15/2022	PUBLISH LOCAL LAW #1	137.41
Check	03/28/2022	199574 Accounts Payable		TIME WARNER CABLE	350.46
	Invoice		Date	Description	Amount
	812858601030322		03/08/2022	INTERNET SERVICES AT MTGC	350.46
Check	03/28/2022	199575 Accounts Payable		TOLLS BY MAIL PAYMENT PROCESSING CENTER	33.29
	Invoice		Date	Description	Amount
	3/3/22		03/15/2022	TOLL BILL NO:17664825301	25.05
	3/1/22		03/15/2022	TOLL BILL NO:17672852403	8.24
Check	03/28/2022	199576 Accounts Payable		TRACEY ROAD EQUIPMENT INC.	167.94
	Invoice		Date	Description	Amount
	x102041290:01		03/01/2022	TRUCK PARTS	167.94
Check	03/28/2022	199577 Accounts Payable		TRAFFIC SAFETY STORE	443.54
	Invoice		Date	Description	Amount
	#SO857165		03/15/2022	Cones from Crossing Guards	443.54
Check	03/28/2022	199578 Accounts Payable		TWIN TIER PAINT WALLCOVERING	321.51

	Invoice	Date	Description	Amount
	53927	03/01/2022	BLANKET FOR PAINTING MATERIAL & SUPPLIES	207.63
	53967	03/03/2022	BLANKET FOR STAIN AND PAINT	23.83
	54036	03/07/2022	MISC PAINT SUPPLIES	77.17
	54047	03/08/2022	BLANKET FOR PAINTING MATERIAL & SUPPLIES	12.88
Check	03/28/2022	199579 Accounts Payable	TWO BROTHERS PRINTING	2,098.52
	Invoice	Date	Description	Amount
	1934	03/15/2022	CITY COUNCIL MEETING PAGES	2,098.52
Check	03/28/2022	199580 Accounts Payable	UniFirst Corporation	265.20
	Invoice	Date	Description	Amount
	3362799, 3365152	03/03/2022	cust 1578704	120.20
	051-3365153+	03/10/2022	FLOOR MATS FOR BUILDINGS	145.00
Check	03/28/2022	199581 Accounts Payable	UNITED UNIFORM	49.15
	Invoice	Date	Description	Amount
	1021-365163	03/15/2022	UNIFORMS	49.15
Check	03/28/2022	199582 Accounts Payable	UNITED UNIFORM	506.20
	Invoice	Date	Description	Amount
	I021-362931	03/15/2022	FLEX RS TACTICAL PANTS	506.20
Check	03/28/2022	199583 Accounts Payable	VAL-U TOWING	540.00
	Invoice	Date	Description	Amount
	45153+	03/15/2022	TOWING	540.00
Check	03/28/2022	199584 Accounts Payable	VASCO BRANDS, INC.	311.82
	Invoice	Date	Description	Amount
	131520	03/01/2022	BLANKET FOR JANITORIAL SUPPLIES	105.60
	131522	03/04/2022	BLANKET FOR JANITORIAL SUPPLIES	206.22
Check	03/28/2022	199585 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	3,867.64
	Invoice	Date	Description	Amount
	607-737-5601-FEB	03/15/2022	ACCT#251-754-338-0001-91	3,781.49
	607-737-0531-FEB	03/15/2022	ACCT#251-754-321-0001-58	17.23
	607-737-5600-2/2	03/15/2022	ACCT#651-754-337-0001-23	68.92
Check	03/28/2022	199586 Accounts Payable	VERIZON WIRELESS	2,064.60
	Invoice	Date	Description	Amount
	9900217227	02/23/2022	ACCT#286111989-00001	2,064.60
Check	03/28/2022	199587 Accounts Payable	W. W. GRAINGER	227.30
	Invoice	Date	Description	Amount
	9223209777	02/23/2022	BLANKET PO FOR STREETLIGHT PARTS	164.44
	9222693534	02/23/2022	BLANKET PO FOR STREETLIGHT PARTS	50.26
	9217398214	03/15/2022	GRAINGER Station 3 Vacuum Bags	12.60
Check	03/28/2022	199588 Accounts Payable	W. W. GRAINGER	254.01
	Invoice	Date	Description	Amount
	9222888449	02/23/2022	EQUIPMENT-INVERTER, 115VAC, 12.8VDC, 2000W	254.01
Check	03/28/2022	199589 Accounts Payable	WARD APPARATUS LLC	15.50
	Invoice	Date	Description	Amount
	1827	03/15/2022	FREIGHT FOR CLEANER	15.50
Check	03/28/2022	199590 Accounts Payable	WEST INFORMATION PUBLISHING GROUP	731.38
	Invoice	Date	Description	Amount
	846038111	03/15/2022	LIBRARY PLAN CHARGES	404.62
	845928710	03/15/2022	WESTLAW CHARGES 2/1-2/28/22	326.76
Check	03/28/2022	199591 Accounts Payable	XEROX CORPORATION	1,451.19
	Invoice	Date	Description	Amount
	504077482	03/03/2022	CUST#952918852	27.16
	015600285	03/15/2022	CUST#718270358	43.25
	015600279	03/01/2022	CUST#708184726	100.04
	015600278	03/01/2022	CUST#708184692	51.46

	015600277		03/01/2022	CUST#708184676	38.76
	015600287		03/01/2022	CUST#718282973	432.99
	015600286		03/01/2022	CUST#718272685	41.81
	015600297		03/01/2022	CUST#719281396	21.33
	015600296		03/01/2022	CUST#719281172	51.60
	015600288		03/01/2022	CUST#718422447	5.73
	015600284		03/01/2022	CUST#718133200	92.36
	504079431		03/03/2022	CUST#955000963	97.63
	504079182		03/03/2022	CUST#954822383	114.68
	504079433		03/03/2022	CUST#955001912	110.18
	504079910		03/03/2022	CUST#955203344	37.46
	504079432		03/03/2022	CUST#955001094	114.68
	504079428		03/03/2022	CUST#954996211	33.68
	015725677		03/15/2022	CUST 721817914	20.86
	015725679		03/15/2022	CUST 722774775	15.53
Check	03/28/2022	199592 Accounts Payable		ZERO9 HOLSTERS	2,103.00
	Invoice		Date	Description	Amount
	3689		02/17/2022	uniform items	2,103.00
Check	03/28/2022	199593 Accounts Payable		KATHERINE KEERY FARRIER	280.00
	Invoice		Date	Description	Amount
	123&124		03/15/2022	SOUTHPORT HORSES - FARRIER	280.00
Check	03/28/2022	199594 Accounts Payable		NJ E-Z PASS	53.50
	Invoice		Date	Description	Amount
	PLATE#GPE5195		03/15/2022	VIOLATION #T132278720444-01	53.50
Check	03/28/2022	199595 Accounts Payable		SCHLATHER, STUMBAR, PARKS & SALK, LLP	600.00
	Invoice		Date	Description	Amount
	6141		03/15/2022	LEGAL FEES FOR OROPALLO	600.00
Check	03/28/2022	199596 Accounts Payable		SOUTHLAND PRINTING	924.02
	Invoice		Date	Description	Amount
	866739		03/15/2022	MAG STRIP TICKET / RECIEPT STOCK	924.02
Check	03/28/2022	199597 Accounts Payable		THOMAS MARSH	31.30
	Invoice		Date	Description	Amount
	4711		03/15/2022	WIPER BLADES	31.30
Check	03/28/2022	199598 Accounts Payable		TRESSA CHILSON	478.22
	Invoice		Date	Description	Amount
	KENT'S		03/15/2022	2/6/22 MVA	478.22
Check	03/28/2022	199599 Accounts Payable		VIOLATIONS PROCESSING CENTER	66.00
	Invoice		Date	Description	Amount
	NY GPE5195		03/15/2022	VIOLATION #T032294261543-00001	66.00

GENERAL FUND GENERAL FUND Totals: Transactions: 107 $691,482.22

Checks: 107 $691,482.22

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 03/28/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	03/28/2022	104532	Accounts Payable	CHAMPION FASTENERS		94.40
	Invoice		Date	Description		Amount
	74753, 74806		03/08/2022	PVC PIPE/CAPS/GENL HARDWARE		94.40
Check	03/28/2022	104533	Accounts Payable	FOOR & ASSOCIATES		1,987.50
	Invoice		Date	Description		Amount
	job 3912		03/15/2022	FOOR Station 3 Facade (replaces 2021 PO)		1,987.50
Check	03/28/2022	104534	Accounts Payable	LCP GROUP, DEMOLITION DIVISION		550.00
	Invoice		Date	Description		Amount
	asbestos inspect		03/15/2022	LCP HQ Asbestos Survey		550.00
Check	03/28/2022	104535	Accounts Payable	Williams Construction & SprayFoam		3,500.00
	Invoice		Date	Description		Amount
	2022-18		03/15/2022	WILLIAMS Station 5 Basement Windows		3,500.00
CAP CHECK CAPITAL CHECKING Totals:				Transactions: 4		$6,131.90
	Checks:	4	$6,131.90			

HAND CHECKS DETAILS	$6,857.55
CAPITAL HAND CHECKS DETAIL	$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 03/09/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	03/09/2022	199490	Accounts Payable	Vietnam Veteran's Museum		3,000.00

Invoice	Date	Description	Amount
PARKING LOT REIM	03/09/2022	Vietnam Vet Parking Lot	3,000.00

GENERAL FUND GENERAL FUND Totals: Transactions: 1 $3,000.00

Checks:	1	$3,000.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 03/16/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	03/16/2022	199491	Accounts Payable	CHASE CARD SERVICES		1,969.79
	Invoice	Date		Description		Amount
	2/7-3/6/22	03/16/2022		4246 3152 3897 7290		1,969.79
Check	03/16/2022	199492	Accounts Payable	JULIE REESE		900.00
	Invoice	Date		Description		Amount
	JAN & FEB HAY	03/16/2022		Southport Horses		900.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 2		$2,869.79

Checks:	2	$2,869.79

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND

Batch Date: 03/08/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	03/08/2022	199485	Accounts Payable	JAMES J TURCSIK, JR.		539.76
	Invoice	Date		Description		Amount
	1/1/22-2/28/22	03/07/2022		Commission Check 1/1/2022-2/28/2022		539.76
Check	03/08/2022	199486	Accounts Payable	KRISTEN THORNE		16.00
	Invoice	Date		Description		Amount
	3/14 TRAINING	03/07/2022		1 DAY LUNCH		16.00
Check	03/08/2022	199487	Accounts Payable	RUSSELL ANDREWS		16.00
	Invoice	Date		Description		Amount
	3/14 TRAINING	03/07/2022		1 DAY LUNCH		16.00
Check	03/08/2022	199488	Accounts Payable	WILLIAM SOLT		16.00
	Invoice	Date		Description		Amount
	3/14 TRAINING	03/07/2022		1 DAY LUNCH		16.00
Check	03/08/2022	199489	Accounts Payable	SOUTHERN TIER LAW ENFORCEMENT ACADEMY		400.00
	Invoice	Date		Description		Amount
	POLICE SUPERVISI	03/07/2022		2 OFFICERS - RUNYAN & GOODWIN - CITY OF ELMIRA		400.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 5		$987.76

Checks:	5	$987.76

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2022-117

Sponsor: Brent Stermer

ATTACHMENTS

Adjournment Mar 28.docx

March 28, 2022

RESOLUTION

NO. 2022 – _____

By: ______________________________

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, April 11, 2022, 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	