

APPROVAL OF MINUTES

2022-313
Nan Moss

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, September 12, 2022.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

Public Hearing for the purpose of receiving written and oral comments from the public on the City of Elmira's application for the Former Booth School property located at 414 Davis Street under Round 6 of the Restore NY Communities Program.

PERSONNEL ACTIONS

2022-314
Council as a Whole

Receive communication from the City Manager and act on resolution announcing the Personnel Actions for the City of Elmira whereby Timothy E. Overly has elected to retire from his position as Deputy Fire Chief effective August 31, 2022; Daniel J. Lutz has been appointed to the position of Deputy Fire Chief effective September 12, 2022, at an annual salary of \$96,508; and Andrew D. Johnson has been appointed to the position of Fire Captain effective September 12, 2022, at an annual salary of \$88,382.

2022-315
Council as a Whole

Act on resolution extending appreciation to Deputy Fire Chief Timothy Overly for his services rendered to the City of Elmira for the past 27 years and wish him well in his future.

2022-316
Brent Stermer

Receive communication from the Mayor and act on resolution announcing the appointment of Derek Chalfant, 401 Euclid Avenue, Elmira, NY to the Historic

Preservation Commission as an alternate member with a term expiring on October 1, 2025.

RESOLUTIONS

2022-317

Mayor Mandell

Receive communication from the Corporation Counsel and act on resolution designating the City of Elmira as lead agency pursuant to the State Environmental Quality Review Act and directing the Mayor to file a negative determination in connection with the sale of property located at 600 Broadway (Tax Map ID # 99.14-4-8) in accordance with SEQR 6 NYCRR, Part 617.12.

2022-318

Nan Moss

Receive communication from the City Manager and act on resolution authorizing the sale of City vacant parcel known as 600 Broadway (Tax Map ID # 99.14-4-8) to Joseph L. Wasicki for the sum of \$4,000.00 and authorizing the Mayor to execute a quitclaim deed and all other documents to effect the transfer of the property.

2022-319

Mayor Mandell

Act on resolution authorizing the cost of leasing three (3) 2023 Ford Police Interceptor Utility vehicles from Enterprise Fleet Management, Inc. as approved by Resolution No. 2022-259 increasing the total amount of \$1,171.20.

AGREEMENTS

2022-320

Joseph Duffy

Receive communication from the City Manager and act on resolution approving a second extension of the City's original contract with RS Parker Holding Co, LLC d/b/a RS Parker Landscaping upon the same terms and conditions as the existing contract dated December 10, 2020 through September 30, 2023 to provide property maintenance work (abatements) for the City and authorizing the Mayor to execute any and all documents necessary to effect the extension.

2022-321

Mayor Mandell

Receive communication from the City Manager and act on resolution authorizing the City to enter into a new agreement with the Police Benevolent Association of Elmira, New York, Inc. retroactive from January 1, 2022 through December 31, 2025 to utilize its facility for firearms training of sworn police officers of the Elmira

Police Department with payments of \$7,500.00 for 2022 training year; \$7,750.00 for 2023 training year; \$7,750 for 2024 training year; and \$8,000 for 2025 training year and authorizing the Mayor to execute said agreement, a copy of which is attached hereto; said agreement subject to Corporation Counsel approval.

2022-322
Joseph Duffy

Receive communication from the Corporation Counsel and act on resolution authorizing the Mayor to execute a Contract Renewal Letter Agreement between New York State Unified Court System and the City, a copy of which is attached hereto, for janitorial cleaning services to be provided by the City for the year April 1, 2022 through March 31, 2023, for the budgeted amount of \$100,936.00; said agreement subject to Corporation Corporation Counsel approval.

2022-323
Council as a Whole

Act on resolution authorizing the extension of the November 23, 2021 agreement with Great Lakes Tree Service to perform additional work in the Spring of 2023 to remove 140 additional trees and stumps at a cost to the City of \$1,500 per tree and stump removal at the Mark Twain Golf Course and authorizing the Mayor to execute any and all documents necessary to effect the extension.

2022-324
Council as a Whole

Receive communication from the City Manager and act on resolution approving the granting of a Declaration of Covenants, Restrictions, and Environmental Easement (Declaration Easement) to the People of NYS through their Commissioner of the NYS Department of Environmental Conservation, a copy of which is attached hereto and made a part hereof, regarding the pollution remediation of "Koppers Pond" and the Elmira Water Board's participation in the remediation plan; said Declaration Easement subject to Corporation Counsel receiving a survey map correctly depicting the location of the Declaration Easement and authorizing the Mayor to sign all such documents necessary to effect the Declaration Easement.

OVERTIME REPORTS

2022-325
Tory Kitching

Receive communication from the City Manager and act on

resolution reporting the overtime for the Elmira Fire Department for pay periods 16 and 17 of 2022 in the amount of \$29,326.00.

AUDITS

2022-326 **Act on Lead Hazard Reduction Grant Program Audit.**
Nick Grasso

2022-327 **Act on Anti Displacement Learning Network Program Audit.**
Nan Moss

2022-328 **Act on Community Development Block Grant Program Audit.**
Brent Stermer

2022-329 **Act on American Rescue Plan Audit.**
Mayor Mandell

2022-330 **Act On Audit.**
Tory Kitching

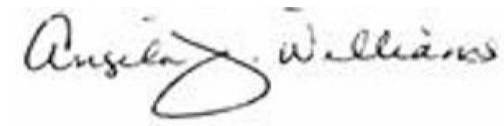
SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2022-331 **Act on resolution to adjourn.**
Nick Grasso

Respectfully Submitted,

A handwritten signature in black ink that reads "Angela J. Williams". The signature is written in a cursive, flowing style.

Angela J. Williams
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, September 12, 2022.
Resolution Number:	2022-313
Sponsor:	Nan Moss

ATTACHMENTS

[Beginning September 26.docx](#)

September 26, 2022

Minutes of the Council Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 26th day of September, 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 September 12, 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:

Public Hearing for the purpose of receiving written and oral comments from the public on the City of Elmira's application for the Former Booth School property located at 414 Davis Street under Round 6 of the Restore NY Communities Program.

Resolution Number:

Sponsor:

ATTACHMENTS

[9-26-2022 Public Hearing Resolution Booth School.docx](#)

September 26, 2022

PUBLIC HEARING

PUBLIC HEARING held this 26th day of September, 2022, for the purpose of receiving written and oral comments from the public on the City of Elmira's application for the Former Booth School property located at 414 Davis Street under Round 6 of the Restore NY Communities Program.

APPEARANCES:

In Favor Of:

Opened:

Closed:

Opposed:

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 Timothy E. Overly has elected to retire from his position as Deputy Fire Chief effective August 31, 2022; Daniel J. Lutz has been appointed to the position of Deputy Fire Chief effective September 12, 2022, at an annual salary of \$96,508; and Andrew D. Johnson has been appointed to the position of Fire Captain effective September 12, 2022, at an annual salary of \$88,382.

Resolution Number:

2022-314

Sponsor:

Council as a Whole

ATTACHMENTS

[Personnel Actions Sept 26.docx](#)

September 26, 2022

**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:

OVERLY, TIMOTHY E.	has elected to retire from his position as Deputy Chief, in the Elmira Fire Department, effective August 31, 2022.
LUTZ, DANIEL J.	Elmira, NY has been appointed to the position of Deputy Chief in the Elmira Fire Department, effective September 12, 2022, at an annual salary of \$96,508.
JOHNSON, ANDREW D.	Horseheads, NY has been appointed to the position of Captain in the Elmira Fire Department, effective September 12, 2022, at an annual salary of \$88,382.

Respectfully submitted,

P. Michael Collins
City Manager

September 26, 2022

RESOLUTION

2022 - ____

By Councilmember: _____

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Timothy E. Overly has elected to retire from his position as Deputy Fire Chief, effective August 31, 2022; Daniel J. Lutz has been appointed to the position of Deputy Fire Chief, effective September 12, 2022, at an annual salary of \$96,508; and Andrew D. Johnson, has been appointed to the position of Fire Captain, effective September 12, 2022, at an annual salary of \$88,382; 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 Deputy Fire Chief Timothy Overly for his services rendered to the City of Elmira for the past 27 years and wish him well in his future.
Resolution Number:	2022-315
Sponsor:	Council as a Whole

ATTACHMENTS

[Employee Thank You - Overly.docx](#)

September 26, 2022

RESOLUTION

NO. 2022 - ____

By Councilmember:_____

WHEREAS, Timothy E. Overly has elected to retire from his position as Deputy Chief in the Elmira Fire Department, effective August 31, 2022; and

WHEREAS, Timothy E. Overly began working for the City of Elmira, on February 27, 1995; and

WHEREAS, Timothy E. Overly has been a dedicated and conscientious employee for the City of Elmira for the past 27 years.

NOW, THEREFORE, be it

RESOLVED, that the Elmira City Council hereby extend its appreciation to Timothy E. Overly 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: Receive communication from the Mayor and act on resolution announcing the appointment of Derek Chalfant, 401 Euclid Avenue, Elmira, NY to the Historic Preservation Commission as an alternate member with a term expiring on October 1, 2025.

Resolution Number: 2022-316

Sponsor: Brent Stermer

ATTACHMENTS

[Historic Review Appt - Chalfant.docx](#)

September 26, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Pursuant to Section 440.3 of the Zoning Ordinance of the City of Elmira, the Mayor is authorized to appoint the members of the Historic Preservation Commission.

In accordance with §440.3 of the Zoning Ordinance, I hereby appoint Derek Chalfant, 401 Euclid Avenue, Elmira to the Historic Preservation Commission as an Alternate Member, with a term expiring on October 1, 2025.

Respectfully,

Daniel J. Mandell, Jr.
Mayor

RESOLUTION

NO. 2022-_____

By Mayor Mandell:

RESOLVED, for information purposes the City Council acknowledges receipt of the communication from the Mayor announcing the appointment of Derek Chalfant, 401 Euclid Avenue, Elmira to the Historic Preservation Commission as an Alternate Member with a term to expire October 1, 2025.

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 Corporation Counsel and act on resolution designating the City of Elmira as lead agency pursuant to the State Environmental Quality Review Act and directing the Mayor to file a negative determination in connection with the sale of property located at 600 Broadway (Tax Map ID # 99.14-4-8) in accordance with SEQR 6 NYCRR, Part 617.12.

Resolution Number:

2022-317

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution SEQR sale of vacant lot joseph wasicki 600 broadway 9.26.2022.doc](#)
[SEQR form - sale of 600 broadway to Wasicki 9.26.2022.pdf](#)

September 26, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the proposed sale of a City-owned vacant lot located at 600 Broadway (Tax Map ID # 99.14-4-8) to Joseph L. Wasicki, it is necessary for the Council to consider the environmental impact, if any, of the proposed sale of the subject property.

The following resolution designates the City as the lead agency; determines that the purchase will not have an adverse impact on the environment, and directs that a negative declaration be filed. This requirement is in accordance with New York State Environmental Quality Review Act (SEQR).

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

September 26, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the proposed sale of a City-owned vacant parcel located at 600 Broadway (Tax Map ID # 99.14-4-8) to Joseph L. Wasicki, be received and placed on file; and be it further

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

RESOLVED, that the City Council of the City of Elmira, New York, finds, based on the facts and information presented, that the City's sale of said City-owned vacant lot will not have an adverse impact on the environment; and be it further

RESOLVED, that the Mayor is directed to file a negative determination in connection with the sale of the property located at 600 Broadway (Tax Map ID # 99.14-4-8) and that such determination shall be filed in accordance with SEQR 6NYCRR, Part 617.12.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

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

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

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

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

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

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

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

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

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the sale of City vacant parcel known as 600 Broadway (Tax Map ID # 99.14-4-8) to Joseph L. Wasicki for the sum of \$4,000.00 and authorizing the Mayor to execute a quitclaim deed and all other documents to effect the transfer of the property.

Resolution Number: 2022-318

Sponsor: Nan Moss

ATTACHMENTS

[resolution sale of city property 600 broadway to joseph wasicki 9.26.2022.doc](#)

September 26, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

For approximately 20 years, the City has been the owner of a vacant lot at the corner of Hopkins Street and Broadway, known as 600 Broadway. Several attempts by the City to sell the property have not been successful. The City has now received a written offer from Joseph L. Wasicki to purchase the vacant parcel for \$4,000.00. The property is currently assessed for this amount.

The following resolution authorizes the sale of the property to Mr. Wasicki and further authorizes the Mayor to execute a quitclaim deed conveying the property to Mr. Wasicki.

Respectfully yours,

P. Michael Collins
City Manager

September 26, 2022

RESOLUTION
NO. 2022 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the sale of a City-owned vacant property located at the corner of Broadway and Hopkins Street, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize the sale of the City vacant parcel identified as Tax Map # 99.14-4-8 (known as 600 Broadway) to Joseph L. Wasicki in consideration of his payment to the City of \$4,000.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a quitclaim deed and all other documents necessary to effect the transfer of the City vacant lot to Joseph L. Wasicki.

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 authorizing the cost of leasing three (3) 2023 Ford Police Interceptor Utility vehicles from Enterprise Fleet Management, Inc. as approved by Resolution No. 2022-259 increasing the total amount of \$1,171.20.

Resolution Number: 2022-319

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution enterprise leases 3 2023 ford interceptors lease increase 9.26.2022.doc](#)

September 26, 2022

RESOLUTION
NO. 2022 – _____

By Councilmember _____:

WHEREAS, by Resolution No. 2022-259, City Council authorized the City to lease from Enterprise Fleet Management, Inc./Enterprise FM Trust (Enterprise) utilizing Chemung County's cooperation contract with Sourcewell three (3) 2023 Ford Police Interceptor Utility vehicles at an estimated lease price of \$1,244.19 per vehicle; and

WHEREAS, the necessity to authorize the leasing by Resolution No. 2022-259 was to insure the availability of the vehicles in 2023; and

WHEREAS, Enterprise has notified the City that there is a price increase of \$390.40 for each of the three (3) 2023 Ford Police Interceptor Utility vehicles, resulting in a total additional cost to the City of \$1,171.20;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira hereby does authorize the cost of leasing the three (3) 2023 Ford Police Interceptor Utility vehicles from Enterprise as approved by Resolution No. 2022-259 be increased by the total amount of \$1,171.20.

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 a second extension of the City's original contract with RS Parker Holding Co, LLC d/b/a RS Parker Landscaping upon the same terms and conditions as the existing contract dated December 10, 2020 through September 30, 2023 to provide property maintenance work (abatements) for the City and authorizing the Mayor to execute any and all documents necessary to effect the extension.

Resolution Number:

2022-320

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution rs parker landscaping property maintenance abatements agmt second extension one year 9.26.2022.doc](#)

September 26, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City's contract with RS Parker Holding Co., LLC d/b/a RS Parker Landscaping (Parker) to provide property maintenance work (abatements) expired September 30, 2021. The contract provides that it may be extended for two (2) one-year periods upon mutual agreement between the City and Parker, which was extended one additional year by Resolution 2021-312 and which Addendum expires September 30, 2022. The City's Code Department has recommended that the contract be extended for a second one-year period. The attached resolution extends the contract through September 30, 2023, upon the same terms and conditions of the current contract dated December 10, 2020.

Respectfully submitted,

P. Michael Collins
City Manager

September 26, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the extension of the City's contract with RS Parker Holding Co., LLC d/b/a RS Parker Landscaping (Parker) to provide property maintenance work (abatements), 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 extension of the City's contract with Parker for the second one additional year option through September 30, 2023, upon the same terms and conditions of the existing contract dated December 10, 2020; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute any and all documents necessary to effect the extension.

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 authorizing the City to enter into a new agreement with the Police Benevolent Association of Elmira, New York, Inc. retroactive from January 1, 2022 through December 31, 2025 to utilize its facility for firearms training of sworn police officers of the Elmira Police Department with payments of \$7,500.00 for 2022 training year; \$7,750.00 for 2023 training year; \$7,750 for 2024 training year; and \$8,000 for 2025 training year and authorizing the Mayor to execute said agreement, a copy of which is attached hereto; said agreement subject to Corporation Counsel approval.

Resolution Number:

2022-321

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution EPD PBA firearms training site 2022-2025 9.26.2022.docx](#)
[EPD PBA firearms training for EPD officers 2022-2025 Agmt.docx](#)

September 26, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

For many years, the City has utilized the Police Benevolent Association of Elmira, New York, Inc.'s (PBA) premises and facility located on Monkey Run Road in the Town of Elmira for a firearms training site for Police Department officers. The agreement between the City and the PBA for the City's use of the premises expired on December 31, 2019. However, the PBA allowed the City to use the facility for firearms training for the years 2020 and 2021 and accepted a payment of \$7,250.00 for the use of the facility in 2020 and 2021.

The Police Department's use of the facility for firearms training is critical to ensure that all sworn officers receive the qualified training and certification to bear arms. Accordingly, I recommend that the Council approve the City enter into a new agreement with the PBA retroactive from January 1, 2022 through December 31, 2025, with payments to pay the PBA \$7,500.00 for the 2022 training year, which payment is due on or before October 31, 2022; \$7,750.00 for the 2023 training year, which payment is due on or before June 30, 2023, \$7,750.00 for the 2024 training year, which payment is due on or before June 30, 2024; and the payment of \$8,000.00, which payment is due on or before June 30, 2025 for the City's use of the facility through December 31, 2025.

Respectfully yours,

P. Michael Collins
City Manager

September 26, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding entering into a new agreement with the Police Benevolent Association of Elmira, New York, Inc. (PBA) for the City's use of the PBA's facility located on Monkey Run Road in the Town of Elmira for a firearms training site for Police Department officers be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize the City to enter into a new agreement retroactive from January 1, 2022 through December 31, 2025 with the PBA to utilize its facility for firearms training for sworn police officers of the Elmira Police Department with payments of \$7,500.00 for the 2022 training year, which payment is due on or before October 31, 2022; \$7,750.00 for the 2023 calendar year training, which payment is due on or before June 30, 2023; \$7,750.00 for the 2024 calendar year training, which payment is due on or before June 30, 2024; and the payment of \$8,000.00 for the 2025 training year, which payment is due on or before June 30, 2025; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute said Agreement, a copy of which is attached hereto; said agreement subject to the approval of Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022 by and between

CITY OF ELMIRA, a municipal corporation established under the laws of the State of New York, having its principal office and place of business at City Hall, 317 East Church Street, Elmira, NY 14901 (hereinafter called "**City**"),

and

THE POLICE BENEVOLENT ASSOCIATION ELMIRA, NEW YORK, INC., a labor association representing members of the Elmira Police Department, and having its principal office at 317 East Church Street, Elmira, NY 14901 (hereinafter "**PBA**");

W I T N E S S E T H:

WHEREAS, the PBA is the owner of certain premises and facilities located thereon (hereinafter "Premises") situate on Monkey Run Road in the Town of Elmira; and

WHEREAS, the City is desirous of using the Premises for a firearms training site for officers of the Elmira Police Department; and

WHEREAS, the PBA and the City are desirous of entering into an agreement pertaining to the use of said Premises;

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

1. The PBA hereby grants to the City of Elmira the right for the City to use the PBA Premises located on Monkey Run Road in the Town of Elmira to conduct firearms training exercises for members of the Elmira Police Department. The City shall notify the PBA in advance of the dates and times of the City's intended use of the Premises. The PBA shall approve the dates and times requested.

2. In consideration for the City's right to use said Premises, the City agrees:

(a) To pay to the PBA on or before October 31, 2022 the sum of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars;

(b) To pay the PBA on or before June 30, 2023 the sum of Seven Thousand Seven Hundred Fifty and 00/100 (\$7,750.00) Dollars;

(c) To pay the PBA on or before June 30, 2024 the sum of Seven Thousand Seven Hundred Fifty and 00/100 (\$7,750.00) Dollars;

(d) To pay the PBA on or before June 30, 2025 the sum of Eight Thousand and 00/100 (\$8,000.00) Dollars;

(d) To pay basic telephone line service for two (2) phone lines to the PBA's office. It is understood and agreed that the PBA shall be solely responsible for monthly charges associated with the lines in excess of the basic monthly telephone line service charge; and

(e) To provide garbage pickup three times annually and seasonal mowing of the Premises, and to pay the utility costs incurred during periods when the City utilizes the Premises for training during winter months.

3. (a) The City shall notify the PBA in advance of the dates and times of the City's intended use of the premises. In the event of a scheduling conflict between an intended City use and a non-City use, the City shall have first right and priority to use the Premises during the regular work week of Monday through Friday, between 8:00 a.m. and 5:00 p.m. If the scheduling conflict pertains to a day and/or time other than heretofore stated, then the parties agree to use their best efforts to resolve any conflict. Use of the Premises is subject to the City delivering to the PBA a Certificate of Liability Insurance covering these activities and naming the PBA, its members, officers, employees and agents as additional named insured. Said policy of insurance shall be written by an insurance company licensed to transact its business in the State of New York and acceptable to the PBA. Such policy of liability insurance shall be an amount not less than ONE MILLION DOLLARS for personal injury or death to any person and not less than ONE MILLION DOLLARS for any personal injury or death per occurrence. Said policy shall be on an occurrence basis and not a claims made basis and shall be for the entire period of time of this agreement, from the date of first entry upon the PBA property by the City to the last day or until this agreement is revoked, whichever is sooner.

(b) The City hereby agrees to indemnify and hold harmless the PBA from any and all claims, causes of action, losses and judgments for personal injuries, property damage and death arising as a result of the City's use of the Premises.

4. This Agreement shall be retroactively effective commencing retroactive to January 1, 2022 and terminating December 31, 2025.

5. This Agreement is executory in nature only to the extent of monies appropriated by the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

CITY OF ELMIRA, NEW YORK

By: _____
Daniel J. Mandell, Jr.
Mayor
Resolution No. 2022 - _____

***POLICE BENEVOLENT
ASSOCIATION ELMIRA, NEW
YORK, INC.***

By: _____
Brooks Shaw
President

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

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **DANIEL J. MANDELL, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared, BROOKS SHAW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Agenda Summary:	Receive communication from the Corporation Counsel and act on resolution authorizing the Mayor to execute a Contract Renewal Letter Agreement between New York State Unified Court System and the City, a copy of which is attached hereto, for janitorial cleaning services to be provided by the City for the year April 1, 2022 through March 31, 2023, for the budgeted amount of \$100,936.00; said agreement subject to Corporation Corporation Counsel approval.
Resolution Number:	2022-322
Sponsor:	Joseph Duffy

ATTACHMENTS

[resolution unified court system contract renewal agmt court cleaning and maintenance 9.26.2022.doc](#)
[4.1.2022-3.31.2022 NYS Unified Court System janitoritl-maintenance contract renewal ltr with City 9.26.2022.pdf](#)

September 26, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Council Members:

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

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

To be eligible for the reimbursement, the City is required to enter into a Contract Renewal Letter agreement with the New York State Unified Court System covering the period FY April 1, 2022 through March 31, 2023. The following resolution authorizes the Mayor to execute the Contract Renewal Letter agreement by which the City agrees to provide the cleaning services and the State agrees to reimburse the City in accordance with the State law adopted in 1996.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

September 26, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember _____:

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

RESOLVED, that the Mayor be and is hereby authorized to execute a Contract Renewal Letter agreement between NYSUCS and the City of Elmira regarding the FY April 1, 2022 through March 31, 2023 janitorial cleaning services to be provided by the City and the State's obligations for 100% reimbursement to the City for cleaning and minor repair costs, and 25% for building and property maintenance, which budgeted amount is \$100,936.00; 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	



**UNIFIED COURT SYSTEM
SIXTH JUDICIAL DISTRICT
THE KILMER BUILDING
31 LEWIS STREET, FIFTH FLOOR
BINGHAMTON, NEW YORK 13901
Phone: (607) 240-5350
Fax: (212) 295-4927**

LAWRENCE K. MARKS
Chief Administrative Judge

NORMAN ST. GEORGE
Deputy Chief Administrative Judge
Courts Outside New York City

EUGENE D. FAUGHNAN
District Administrative Judge

PORTER L. KIRKWOOD
District Executive

AMANDA WHALEN-GARNAR
Deputy District Executive

September 12, 2022

Corporation Counsel, Law Department
City of Elmira
City Hall, 317 East Church Street
Elmira, New York 14901

RE: Agreement Between UCS and the City of Elmira for Court Cleaning and Minor Repairs (Contract No. 300429); Annual Renewal Letter and Budget (Appendix B) for SFY 2022-2023

Please be advised that pursuant to Section I of the existing contract agreement between the Unified Court System and the City of Elmira, we have established a Renewal Period in the five-year term of this agreement. Said Renewal Period commenced on **April 1, 2022** and will terminate on **March 31, 2023**. During this 2022-2023 Renewal Period, all Terms and Conditions of the above-referenced agreement shall continue to apply, except as specified below.

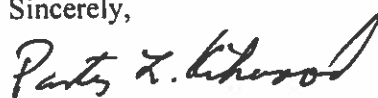
The proposed budget amount for services to be rendered pursuant to this contract in the 2022-2023 SFY shall be \$100,936.00. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2022-2023 Renewal Period shall be 100% of this total amount. The attached, revised Appendix B, detailing the proposed budget for the Renewal Period, shall be incorporated into the original Contract Agreement and shall replace all prior Appendix B documents. The signatures below shall confirm acceptance of this Contract Renewal by the City of Elmira and by the UCS.

Contract Renewal Letter for the City of Elmira, SFY 2022-2023
(Contract No. C300429)

Accordingly, the original of this letter should be signed by an authorized representative of the City of Elmira and the corresponding Acknowledgment Page *should be notarized*. **This Contract Renewal letter and related documents should be signed and notarized; originals returned to this office by October 31, 2022. We will return an electronic copy to you for your records. If you would like an original copy, please return two hardcopy originals to our office.**

Thank you.

Sincerely,



Porter L. Kirkwood
District Executive

Attachments

Accepted for: The City of Elmira

Accepted for: Unified Court System

Daniel J. Mandell, Jr.
Mayor

Resolution No. 2022 - 11111

Dated _____, 2022

Maureen McAlary
Director, Division of Financial
Management

Dated _____, 2022

Contract Renewal Letter for the City of Elmira, SFY 2022-2023
(Contract No. C300429)

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
CITY OF ELMIRA)

On the _____ day of _____, 20 22 personally came *Daniel J. Mandell, Jr.
known, who, being by me duly sworn, did depose and say that he/she resides in
Elmira, NY, that he/she is the Mayor (Title) of ** (Municipality),
the municipality described in and which executed the above instrument; and that he/she is
authorized to execute the above instrument on behalf of said municipality.

****City of Elmira, NY**

Notary Public

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	NYSID	Janitorial	ECH	\$26,734	29%	\$7,753
2	Paris Uniform	Carpet Mat Cleaning	ECH	\$1,612	100%	\$1,612
3	TBD	Carpet Shampoo	ECH (UCS Only)	\$5,000	100%	\$5,000
4				\$0		
5				\$0		
6				\$0		
1(a) Subtotal:						\$14,365

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Personal Service Costs	Total	Aid Eligible Percentage	Budget Request
7	ECH	\$47,963	\$28,442	\$76,405		29%	\$22,157
8				\$0			
9				\$0			
10				\$0			
11				\$0			
12				\$0			
1(b) Subtotal:							\$22,157

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
Misc. Cleaning Supplies	ECH	Lump Sum	\$2,993	29%	\$868
14			\$0		
15			\$0		
16			\$0		
17			\$0		
18			\$0		
1(c) Subtotal:					\$868
1(d) - Total Cleaning Costs (1a+1b+1c):					\$37,390

2 Trash Removal and Disposal
2(a) Trash Removal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19 City of Elmira	ECH	Annual Fee	\$3,001	29%	\$870
20 City of Elmira	ECH	Annual Fee	\$6,760	29%	\$1,960
21			\$0		
22			\$0		
23			\$0		
2(a) Total:					\$2,831

2(b) Trash Disposal

Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	Budget Request
24 Chemung Solid Waste	ECH	Lump Sum	\$6,598	29%	\$1,913
25			\$0		
26			\$0		
27			\$0		
28			\$0		
2(b) Total:					\$1,913
2(c) - Total Trash Removal & Disposal (2a+2b):					\$4,744

3 HVAC Cleaning Costs
3(a) Duct Work Cleaning and Filter Changing By Service Contract

Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29 Servpro	HVAC Cleaning	ECH - UCS Only	\$35,000	100%	\$35,000
30			\$0		
31			\$0		
32			\$0		
33			\$0		
34			\$0		
3(a) Subtotal:					\$35,000

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	Budget Request
35	N/A				\$0		
36					\$0		
37					\$0		
38					\$0		
39					\$0		
40					\$0		
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	N/A			\$0		
42				\$0		
43				\$0		
44				\$0		
45				\$0		
46				\$0		
3(c) Subtotal:						\$0

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$35,000

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$77,134

5 Proposed "Tenant" Work

Use the following codes:

14-15 Elmira

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

Work to be Performed:

	Code	Building	Describe Work	Total Costs	Aid Eligible Percentage	Budget Request
47	g	CH	Staff Work Orders (hang pictures, move furniture)	1,500	100%	\$1,500
48	f	CH	Lobby Floor	\$4,000	100%	\$4,000
49	b	CH	Paint/Wall Repair and Touch-ups	1,000	100%	\$1,000
50	g	CH	Air Quality Testing	\$6,800	100%	\$6,800
51						
52						
53						
54						
55						
56						
57						
Total (5):						\$13,300

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**

(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$90,434**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

a - Pest Control

b - Elevators

c - HVAC

d - Telephone Wiring

e - Security & Alarm Systems

f - Property Maintenance

g - Other (Identify)

	Code	Contractor	Type Work Performed	Building	Contract Amounts for		Aid Eligible Percentage	Budget Request
					Budget Period			
58	a	Ciccara Ext	Pest Control	ECH	\$121		29%	\$35
59	b	Otis Elevator	Elevator Maint Contract	ECH	\$6,571		29%	\$1,906
60	b	Alps Elevator	Elevator Inspection	ECH	\$385		29%	\$112
61	c	Postler & Jaeckle	HVAC System Maint	ECH	\$15,500		29%	\$4,495
62	e	Fire Alarm Svc Tech	Fire Alarm Inspect	ECH	\$699		29%	\$203
63								
64								
65								
66								
67								
68								
69								
70								
71								
7(a) Subtotal:								\$6,750

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
72	1	ECH	\$20,556	\$12,189	\$32,744	29%	\$9,496
73							
74							
75							
76							
77							
7(b) Subtotal:							\$9,496

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
78	Hardware/Parts		Lump Sum	\$20,424	29%	\$5,923
79	Electrical Supplies	ECH	Lump Sum	\$1,499	29%	\$435
80	Rock Salt	ECH	Lump Sum	\$610	29%	\$177
81						
82						
7(c) Subtotal:						\$6,534

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d):

8 Total - Building and Property Maintenance Costs: 8 \$22,780

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) 9 \$5,695

10 Total Proposed Direct Costs (Item 6 + Item 9): 10 \$96,129

11 Overhead Costs (Item 10 x .05): 11 \$4,806

12 Total Proposed Contract Amount (Item 10 + Item 11): 12 \$100,936

13 Local Government Certification:
I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Charmain Cattan
Title:	City Chamberlain
Signature:	
Date:	September , 2022

County or City:	City of Elmira
Address:	317 E. Church Street
	Elmira, NY 14901
Phone:	607/737-5658

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

Agenda Summary: Act on resolution authorizing the extension of the November 23, 2021 agreement with Great Lakes Tree Service to perform additional work in the Spring of 2023 to remove 140 additional trees and stumps at a cost to the City of \$1,500 per tree and stump removal at the Mark Twain Golf Course and authorizing the Mayor to execute any and all documents necessary to effect the extension.

Resolution Number: 2022-323

Sponsor: Council as a Whole

ATTACHMENTS

[resolution extension agreement great lakes 2023 additional work MTGC 9.26.2022.doc](#)
[great lakes tree services extension agreement 140 add'l trees MTGC 9.2022.pdf](#)

September 26, 2022

RESOLUTION
NO. 2022 – _____

By Councilmember _____:

WHEREAS, by Resolution No. 2021-311, City Council awarded and entered into an agreement with Great Lakes Tree Service (Great Lakes) to remove designated trees and stumps at the Mark Twain Golf Course; and

WHEREAS, said agreement is dated November 23, 2021, which agreement expires October 31, 2022; and

WHEREAS, the City and Great Lakes have identified additional trees and stump removal work at the Mark Twain Golf Course; and

WHEREAS, the “General Conditions” of the agreement provide that it may be extended for up to one (1) additional year under the same terms and conditions including bid prices, upon mutual agreement between the City and Great Lakes; and

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira hereby authorizes the extension of the November 23, 2021 agreement with Great Lakes to perform additional work to be performed in the Spring of 2023 to remove 140 additional trees and stumps at a cost to the City of \$1,500.00 per tree and stump removal; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute any and all documents necessary to effect the extension.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

EXTENSION AGREEMENT

AGREEMENT made this ____ day of _____, 2022, by and between

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

and

GREAT LAKES TREE SERVICES, with a mailing address of PO Box 188, Greenhurst, NY 14742-0188, (hereinafter “Great Lakes”).

W I T N E S S E T H:

WHEREAS, the City and Great Lakes entered into a Contract/Agreement (Contract) dated November 23, 2021 for Great Lakes to remove designated trees and stumps at the Mark Twain Golf Course; and

WHEREAS, the Contract will expire on October 31, 2022, unless the parties mutually agree to extend it; and

WHEREAS, the “GENERAL CONDITIONS” of the Contract provide that it may be “extended for up to one (1) additional year under the same terms and conditions including bid prices, upon mutual agreement between the City and Great Lakes”; and

WHEREAS, the City and Great Lakes have identified additional tree and stump removal work at the Mark Twain Golf Course; and

WHEREAS, the parties intend for the additional work to be performed in the Spring of 2023; and

WHEREAS, the City and Great Lakes desire to extend the November 23, 2021 Contract agreement;

NOW, THEREFORE, the City and Great Lakes agree as follows:



1. The November 23, 2021 Contract/Agreement be and is hereby extended to October 31, 2023 under the same terms and conditions as set forth in the November 23, 2021 Contract/Agreement.

2. The City and Great Lakes agree that the additional tree and stump removal work consists of the removal of one hundred forty (140) additional dead trees and stumps at a cost to the City of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per tree and stump removal.

3. Approval of this Extension Agreement by the City is contingent upon Great Lakes delivering to the City a performance bond acceptable to the City. All other terms, conditions and specifications set forth in the November 23, 2021 Contract/Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Extension Agreement on the date set forth opposite their signatures.

CITY OF ELMIRA

Dated: ____/____/2022

By: _____
Daniel J. Mandell, Jr./Mayor
Resolution No. 2022-_____

GREAT LAKES TREE SERVICES

Dated: ____/____/2022

By: _____
Kevin Covey
Federal Tax I.D. No. 57-3376987



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

On this _____ day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **DANIEL J. MANDELL, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **KEVIN COVEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



Agenda Summary:

Receive communication from the City Manager and act on resolution approving the granting of a Declaration of Covenants, Restrictions, and Environmental Easement (Declaration Easement) to the People of NYS through their Commissioner of the NYS Department of Environmental Conservation, a copy of which is attached hereto and made a part hereof, regarding the pollution remediation of "Koppers Pond" and the Elmira Water Board's participation in the remediation plan; said Declaration Easement subject to Corporation Counsel receiving a survey map correctly depicting the location of the Declaration Easement and authorizing the Mayor to sign all such documents necessary to effect the Declaration Easement.

Resolution Number:

2022-324

Sponsor:

Council as a Whole

ATTACHMENTS

[resolution City & DEC covenants restrictions environmental easement Koppers Pond 9.26.2022.doc](#)
[Declaration easement - NYS DEC & Elmira Water Board - Koppers Pond.pdf](#)

September 26, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Council Members:

Section 166(m) of the City Charter provides that the Elmira Water Board (EWB) is authorized to acquire property in the name of the City of Elmira. A number of years ago, the EWB acquired approximately six (6) vacant acres in the Village/Town of Horseheads with respect to the EWB's operation of its Kentucky Avenue Well site. A portion of the acreage included part of a pond commonly referred to as "Koppers Pond" (Pond). The Pond became polluted from discharge by nearby industries. In 2016, the US Environmental Protection Agency (EPA) placed the Pond on its National Priorities List requiring remedial cleanup action. Although the EWB was not a polluting party, EPA classified the EWB as a "responsible party" which implicated the City of Elmira by reason of the fact that, pursuant to the City Charter, the property was in the name of the City. A remedial action plan was developed. The EWB and eight (8) other "responsible parties" participated in the "cleanup" with the EWB paying nine percent (9%) of the remedial costs.

Remediation has now been completed to the satisfaction of the EPA and NYS Department of Environmental Conservation (DEC). The final requirement is for the City, on behalf of the EWB, to grant an Easement to NYS DEC to periodically enter EWB/City property to monitor the effectiveness of the remediation. By the following resolution, the Council authorizes the Easement.

Respectfully yours,

P. Michael Collins
City Manager

September 26, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the pollution remediation of “Koppers Pond” and the Elmira Water Board’s participation in the remediation plan, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, hereby approves the granting of a Declaration of Covenants, Restrictions, and Environmental Easement (“Declaration Easement”) to the People of the State of New York acting through their Commissioner of the New York State Department of Environmental Conservation, a copy of which is attached hereto and made a part hereof; said Declaration Easement subject to the Corporation Counsel receiving a survey map correctly depicting the location of the Declaration Easement on the City/Elmira Water Board’s property; and be it further

RESOLVED, that the Mayor hereby is authorized and directed to sign all such documents necessary to effect the Declaration Easement.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

County: CHEMUNG

Site No:

Order No:

DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT

This Declaration of Covenants, Restrictions, and Environmental Easement is made this ____ day of _____, 2022, by and between the City of Elmira, organized and existing under the laws of New York, having its principal office at _____, Chemung County, New York 14903 ("Grantor"), and the People of the State of New York, acting through their Commissioner of the New York State Department of Environmental Conservation with its Central Office located at 625 Broadway, Albany, New York 12233 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located on _____, in the Village/Town of Horseheads, County of Chemung, State of New York, more particularly described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and made a part hereof (hereinafter, the "Property"). The Property is vacant and located within the Kentucky Avenue Wellfield Superfund Site's Operable Unit 4-Koppers Pond, which the United States Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9605, has placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, and

WHEREAS, in a Record of Decision dated September 30, 2016, EPA selected, and the Grantee concurred with, a remedial action for Operable Unit 4 – Koppers Pond of the Site ("Remedy") pursuant to CERCLA, which provided for, in pertinent part, (a) the consolidation and grading of sediments and exposed mudflat soils located within the footprint of the former Koppers Pond basin; (b) the placement of a geotextile membrane on top of the graded soils to serve as a demarcation layer; and (c) the placement of a six-inch thick soil cover over the consolidated/graded area in the former Koppers Pond basin in order to provide a uniform and continuous bottom surface for the basin area. In addition, the Remedy also provided for engineering and institutional controls intended (a) to restrict activities at Operable Unit 4 of the Site that could cause or contribute to the spread of contaminants at Operable Unit 4 of the Site and (b) to restrict activities that could affect the integrity of the Remedy ; and

WHEREAS, the parties hereto have agreed that Grantor shall grant to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the New York State Environmental Conservation Law, a covenant with respect to the restrictions on the use of the Property, and a right of access to the Property in favor of Grantee, all of which shall run with the land, for purposes of implementing, facilitating, and monitoring the Remedy in order to protect human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response activities at the Site.

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns, for ten dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby give, grant, covenant, and declare in favor of the Grantee that the Property shall be subject to this Declaration of Covenants, Restrictions, and Environmental Easement, and Grantor does further give, grant, and convey to the Grantee the perpetual right to enforce said right of access and Declaration of Covenants, Restrictions, and Environmental Easement, all of which shall be of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to confirm the continued effectiveness of the remediation of past environmental contamination, and to impose use restrictions and covenants to protect human health and the environment by reducing the risk of exposure to remaining contaminants.
3. Restrictions on Use and Maintenance of Engineering Control: The following restrictions apply to the use of the Property, as provided below, run with the land, and are binding on the Grantor and its successors in title and assigns:
 - a) The Property may only be used for Commercial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iv);
 - b) All future activities on the Property that will disturb the cover or cap or any contaminated material on the Property must be conducted in accordance with the EPA-approved Site Management Plan ("SMP");
 - c) All engineering controls must be inspected at a frequency and in a manner specified in the SMP;
 - d) Environmental monitoring must be performed as defined in the SMP, and
 - e) Data and information pertinent to site management must be reported at the frequency and in a manner defined in the SMP.
4. Modification or termination of restrictions and covenants: The restrictions specified in the preceding paragraph of this instrument may only be modified or terminated, in whole or in part, in writing, by the Grantee with approval of EPA; provided, however, that any modification or termination of said restrictions shall not adversely affect the Remedy selected by EPA and concurred upon by Grantee. If requested by the Grantor, a modification or termination of a restriction will be executed by Grantee in a recordable form. Any request by Grantor for a modification or termination of this instrument shall be made not less than 30-days in advance of any requested date of modification or termination and be in writing by Grantor to Grantee and to EPA in accordance with paragraph 15 of this instrument.
5. Right of access: Grantor hereby conveys to Grantee and to EPA a right of access to the Property, upon reasonable notice to the Property owner, at all reasonable times for the following purposes, which right of access shall run with the land and be binding on Grantor, its successors and /or

assigns, and on any tenants or any other parties having an interest and/or rights to any portion of the Property:

- a) Implementing the response activities selected in the Remedy;
 - b) Verifying any data or information relating to the Property;
 - c) Verifying that no action is being taken at the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
 - d) Conducting investigations under CERCLA relating to contamination on or near the Property, including, without limitation, sampling of air, water, sediments, soils; and
 - e) Implementing additional or new response actions under CERCLA.
6. Reserved rights of Grantor: Grantor hereby reserves unto itself and its successors and assigns all rights to the use of and privileges in the Property that are not incompatible with the restrictions, rights, covenants, and easements granted herein.
 7. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.
 8. State authority: Nothing herein shall constitute a waiver of any rights that the Grantee may have pursuant to the New York Environmental Conservation Law, regulations, and/or relevant provisions of statutory or common law.
 9. No public access and use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.
 10. Public notice: Grantor, on behalf of itself and its successors and assigns, agrees to include in each instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THIS PROPERTY IS SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS, AND ENVIRONMENTAL EASEMENT, DATED _____, 2022, RECORDED IN THE CHEMUNG COUNTY CLERK'S OFFICE ON _____, 2022, IN INSTRUMENT # _____, DOCUMENT # _____, AND HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO ARTICLE 71, TITLE 36 OF THE ENVIRONMENTAL CONSERVATION LAW. THE DECLARATION OF COVENANTS, RESTRICTIONS, AND ENVIRONMENTAL EASEMENT IS ENFORCEABLE BY THE PEOPLE OF THE STATE OF NEW YORK AND BY THE UNITED STATES OF AMERICA AS THIRD-PARTY BENEFICIARY.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Any forbearance, delay, or omission to exercise Grantee's rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any of the rights of the Grantee under this instrument.
12. Damages: Grantee shall also be entitled to recover damages for breach of any covenant or violation of the terms of this instrument including any impairment to the Remedy that increases the cost of the selected Remedy for the Property as a result of such breach or violation.
13. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.
14. Covenants: Grantor hereby covenants that the Grantor is lawfully seized in fee simple of the real property at the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein and that the Property is free and clear of encumbrances that would materially affect marketable title.
15. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

[Insert City Contact Information]

To Grantee:

NYS Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Site Control
625 Broadway
Albany, New York 12233

A copy of each such communication shall also be sent to EPA by certified mail or email and addressed to the following:

Aiden Conway, Remedial Project Manager
U.S. Environmental Protection Agency
Superfund and Emergency Management Division
Conway.aiden@epa.gov

Kentucky Avenue Superfund Site Attorney
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

16. General provisions:

- a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the State of New York, and, with respect to other matters, shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of New York.
- b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.
- f) Successors: The covenants, easements, terms, conditions, and restrictions set forth in this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall mean the People of the State of New York acting through their Commissioner of the New York State Department of Environmental Conservation or through any successor department or agency of the State of New York.
- g) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- h) Counterparts: The parties hereto may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- i) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights,

and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA.

j) Entire Agreement: This instrument sets forth the entire agreement of the parties hereto with respect to the rights and restrictions created hereby and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

17. Recordation: Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner of the New York State Department of Environmental Conservation or her/his authorized representative, in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
18. Consistency with the SMP: To the extent there is any conflict or inconsistency between the terms of this Declaration of Covenants, Restrictions and Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Executed this _____ day of _____, 2022.

GRANTOR: _____

By: _____

Title: _____

Grantor's Acknowledgment

[illegible]

On the _____ day of _____, in the year 2022, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____ of _____, and that by his/her signature on the instrument, the Grantor, upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

County: Chemung

Site No: 808007

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner.

By: _____
 Susan Edwards, Acting Director
 Division of Environmental Remediation

Date: _____

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
 COUNTY OF ALBANY)

On the _____ day of _____, in the year 2022, before me, the undersigned, personally appeared Susan Edwards, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by her signature on the instrument, the People of the State of New York, upon behalf of which the individual acted, executed the instrument.

 Notary Public - State of New York

County: Chemung

Site No: 808007

EXHIBIT A

To

Declaration of Covenants, Restrictions and Environmental Easement

Property Description

Kentucky Avenue Wellfield Superfund Site, Operable Unit 4-Koppers Pond

INSERT LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
To
Declaration of Covenants, Restrictions and Environmental Easement

Property Depiction (Map)
Kentucky Avenue Wellfield Superfund Site, Operable Unit 4-Koppers Pond

Agenda Summary:

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 16 and 17 of 2022 in the amount of \$29,326.00.

Resolution Number:

2022-325

Sponsor:

Tory Kitching

ATTACHMENTS

[RESOLUTION 092622.docx](#)
[16-17 2022.docx](#)

September 26, 2022

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Fire Department for pay periods 16 and 17 of 2022.

It is respectfully recommended that the City Council authorize the payment of \$29,326.00 for pay periods 16 and 17 of 2022 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION
NO. 2022-_____

By Councilmember _____

RESOLVED, that the communication from the City Manager dated September 26, 2022 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 16 and 17 of 2022 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 16 and 17 of 2022 in the amount of \$29,326.00 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

**ELMIRA FIRE DEPARTMENT
2022
BREAKDOWN OF OVERTIME PAY PERIODS 16 and 17**

<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
SICK	217.75	11,631.30
PERSONAL	204.00	10,983.96
FMLA	24.00	1,207.20
MANPOWER SHORTAGE	36.00	2,535.12
+FIRE RECALL	36.00	1,956.36
~HELD OVER	.80	46.84
~MUTUAL AID RECALL	6.90	312.62
*FIRE WATCH	15.00	652.60

TOTAL	540.45	29,326.00
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+ FIRE HORNER ST.
FIRE WARREN ST.

~ MUTUAL AID TO ELMIRA HEIGHTS FD

* FIRST ARENA FIRE WATCH



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

Resolution Number: 2022-326

Sponsor: Nick Grasso

ATTACHMENTS

[09-26-2022 audit \(LEAD\).doc](#)

September 26, 2022

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$78,407.40** are hereby audited for payment for the LEAD Hazard Reduction Grant, September 26, 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	Payroll to be reimbursed to CDBG- not to exceed	\$2,800.00
Credit Checks	AmRent	invoice # 3089843	\$25.50
Relocation	City Chamberlain	VISA Cards	\$511.90
LEAD/Healthy Homes Grant	Maye Development	See attachment for additional information	\$75,000.00
Mortgage Recording Fee	Chemung County Clerk	See attachment for additional information	\$70.00
		TOTAL	\$78,407.40

Elmira City Council

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

Resolution Number: 2022-327

Sponsor: Nan Moss

ATTACHMENTS

[09-26-2022 audit \(ADLN\).docx](#)

September 26, 2022

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- ANTI DISPLACEMENT LEARNING NETWORK
RESOLUTION NO. 2022-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$22,704.10**, they are hereby audited for payment for the Anti Displacement Learning Network grant, September 26, 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)	County Clerk	See Attachment for additional information	\$ 140.00
N/A (Payment to come from City Chamberlain)	Ben Miller Contracting	See Attachment for additional information	\$ 17,010.00
N/A (Payment to come from City Chamberlain)	AmRent	Credit Checks invoice # 3089843	\$ 154.10
N/A (Payment to come from City Chamberlain)	Ben Miller Contracting	See Attachment for additional information	\$ 5,400.00
		TOTAL	\$ 22,704.10

Elmira City Council

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

Resolution Number: 2022-328

Sponsor: Brent Stermer

ATTACHMENTS

[09-26-2022 audit \(CDBG;HOME\).docx](#)

Sept 26, 2022

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$70,487.02** they are hereby audited for payment for the Community Development Block Grant, Sept 26, 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	Payroll not to exceed	\$18,000.00
Office Supplies	City Chamberlain	Amazon purchase for office supplies	\$88.26
Mortgage Recording Fee	Chemung County Clerk	See attachment for additional information	\$267.00
CV-EOP	EOP	Cares Act Reimbursement	\$16,000.00
General Admin Rehab Admin	ADP	invoice # 614399649	\$172.15
FTHB Inspection	Precision Home Inspection	See attachment for additional information	\$500.00
FTHB Housing Counseling	Catholic Charities	See attachment for additional information	\$2,000.00
FTHB Grant	See attachment for additional information	See attachment for additional information	\$10,000.00
Rehab- Processing Fee	AmRent	invoice # 3089843	\$54.75
General Admin- Advertising	Ganette Central	EURa public meeting August 29th	\$6.16
Rehab- Processing Fee	Doxim	invoice # 161634	\$27.57

Rehab- lead testing	Chemung County Health Department Environmental Health Services	See attachment for additional information	\$200.00
Rehab- Habitat for Humanity	Chemung County Habitat for Humanity	Pratt St	\$23,171.13
		TOTAL	\$70,487.02

Elmira City Council

Agenda Summary: Act on American Rescue Plan Audit.

Resolution Number: 2022-329

Sponsor: Mayor Mandell

ATTACHMENTS

[ARP PROPERTY REHAB COVER SHEET.pdf](#)

[ARP PROPERTY REHAB BACKUP.pdf](#)

DATE: September 26, 2022
TO: THE HONORABLE MAYOR AND COUNCIL
FROM: AMERICAN RESCUE PLAN

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

Property Rehab	\$18,748.48
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GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	----- \$18,748.48 =====
--	-------------------------------

RESOLUTION NO. 2022-

By Councilmember _____

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

\$18,748.48

ADOPTED BY THE FOLLOWING VOTE:

AYES-----	-----	-----NAYS
-----------	-------	-----------

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

=====

Name	Address	Type of Project	Contractor	Amount of Quote	Amount approved
VanRiper, Rebecca	533 Partridge St.	porch, flooring, wall and window repairs/replacements	Self Work	2,930.00	2,930.00
Brooks, Alvin	452 HIGH ST	replace doors	Passmore Renovation	5,000.00	5,000.00
Walton, John	301 Catherine	wall repairs	Thomas Zuke	5,000.00	5,000.00
Beal, Joann	482 MT ZOAR	ceiling repairs and painting	Rick Norman	3,450.00	3,450.00
Mahon, Patricia	959 Farnham St	windows	Charles window co	850.00	850.00
Hall, Devante	738 Maple Ave	upper bedroom and lounge	Self Work	1,118.48	1,118.48
Horn, Kristin	570 Cypress St.	floor seal, doors, etc	Self Work	400.00	400.00
				18,748.48	18,748.48

Agenda Summary: Act On Audit.

Resolution Number: 2022-330

Sponsor: Tory Kitching

ATTACHMENTS

[AUDIT COVER SHEET.pdf](#)

[BACKUP PART 1.pdf](#)

[BACKUP PART 2.pdf](#)

DATE: September 26th, 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:	\$884,400.08
CAPITAL FUNDS:	\$704,566.13
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$1,588,966.21
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OTHER PAYMENTS:

PAYROLLS W/E Sept 25, 2022	\$750,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$14,433.63
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$764,433.63
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GRAND TOTAL PAYMENTS:	\$2,353,399.84
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RESOLUTION NO. 2022-

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.

\$2,353,399.84

ADOPTED BY THE FOLLOWING VOTE:

AYES _____ NAYS _____

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

=====

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 09/26/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	09/26/2022	200784 Accounts Payable	ADP		4,356.84
	Invoice	Date	Description		Amount
	614399917	09/13/2022	CLIENT#262059		1,683.89
	614399715	09/13/2022	CLIENT#262059		2,672.95
Check	09/26/2022	200785 Accounts Payable	AMAZON CAPITAL SERVICES INC		92.38
	Invoice	Date	Description		Amount
	1DMR-MM3M-3CW7	09/13/2022	misc supplies		92.38
Check	09/26/2022	200786 Accounts Payable	AMES LINEN SERVICE		45.00
	Invoice	Date	Description		Amount
	282421	09/06/2022	BAR TOWELS/ENTERANCE MATS		45.00
Check	09/26/2022	200787 Accounts Payable	AT&T		154.64
	Invoice	Date	Description		Amount
	1176663709	09/13/2022	ACCT#1000-810-0850		154.64
Check	09/26/2022	200788 Accounts Payable	Auto Zone		96.60
	Invoice	Date	Description		Amount
	2950503232+	08/02/2022	PARTS/HARDWARE		96.60
Check	09/26/2022	200789 Accounts Payable	BEAM MACK		392.26
	Invoice	Date	Description		Amount
	360071E	09/02/2022	TRUCK PARTS		392.26
Check	09/26/2022	200790 Accounts Payable	BOUILLE ELECTRIC		201.00
	Invoice	Date	Description		Amount
	44975	08/25/2022	GENERATOR REPAIR		201.00
Check	09/26/2022	200791 Accounts Payable	BRYAN J MAGGS LAW OFFICES, PLLC		234.50
	Invoice	Date	Description		Amount
	1326 & 1327	09/13/2022	CIVIL ACTION #6628 & #6339		234.50
Check	09/26/2022	200792 Accounts Payable	CENTRAL NEW YORK NEWSPAPER GROUP		190.19
	Invoice	Date	Description		Amount
	0004902216	09/13/2022	ACCT#204437		190.19
Check	09/26/2022	200793 Accounts Payable	CHAMPION FASTENERS		585.56
	Invoice	Date	Description		Amount
	79863	08/26/2022	BLANKET FOR HARDWARE SUPPLIES		14.80
	79814 +	08/24/2022	PARTS/HARDWARE RFB#2143		212.41
	80300	09/13/2022	SAFETY VESTS/GLOVES-STREET		358.35
Check	09/26/2022	200794 Accounts Payable	CHAPEL LUMBER COMPANY		281.95
	Invoice	Date	Description		Amount
	061794+	08/11/2022	BUILDING SUPPLIES		140.07
	064205+	08/31/2022	BLANKET FOR LUMBER AND BUILDING MATERIALS		141.88
Check	09/26/2022	200795 Accounts Payable	CHEMUNG COUNTY CENTRAL SERV-POSTAGE		813.02
	Invoice	Date	Description		Amount
	AUGUST 2022	09/13/2022	POSTAGE		813.02

Check	09/26/2022	200796 Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT	391,114.07
	Invoice	Date	Description	Amount
	SEPTEMBER 2022.	09/13/2022	HEALTH INSURANCE - SEPTEMBER	385,334.06
	SEPTEMBER 2022-2	09/13/2022	HEALTH INSURANCE ADMIN FEE	5,780.01
Check	09/26/2022	200797 Accounts Payable	CHEMUNG COUNTY TRANSFER	14,068.42
	Invoice	Date	Description	Amount
	134996+135013	08/22/2022	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	11,033.58
	134998	09/12/2022	GARBAGE COLLECTION FEES- ELM HEIGHTS	631.47
	135061	09/13/2022	CUST#TI-00038	777.01
	135062	09/01/2022	GARBAGE COLLECTION FEES- ELM HEIGHTS	1,317.78
	134997	09/13/2022	CUST#TI-00038	308.58
Check	09/26/2022	200798 Accounts Payable	CHEMUNG COUNTY TRANSFER	18,510.86
	Invoice	Date	Description	Amount
	135060 & 135081	09/01/2022	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	18,510.86
Check	09/26/2022	200799 Accounts Payable	CHEMUNG SUPPLY CORPORATION	5,058.35
	Invoice	Date	Description	Amount
	18800	09/08/2022	MISC. PARTS/SHOES/BLADES-SNOW PLOWS	4,280.75
	18658	09/01/2022	GENL HARDWARE/PARTS/FLEET RFB#2273	777.60
Check	09/26/2022	200800 Accounts Payable	CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.	10,039.67
	Invoice	Date	Description	Amount
	93306581101	09/13/2022	CUST#2530739-41493	10,039.67
Check	09/26/2022	200801 Accounts Payable	COOK BROTHERS	384.15
	Invoice	Date	Description	Amount
	1675580 +	08/17/2022	PARTS/EQUIPMENT	384.15
Check	09/26/2022	200802 Accounts Payable	CSEA EMPLOYEE BENEFIT FUND	7,691.44
	Invoice	Date	Description	Amount
	SEPTEMBER 2022	09/13/2022	VISION PLATINUM-GROUP CODE 37514901	7,691.44
Check	09/26/2022	200803 Accounts Payable	CULLIGAN	110.00
	Invoice	Date	Description	Amount
	272X30276606	09/13/2022	ACCT#272-00120501-7	110.00
Check	09/26/2022	200804 Accounts Payable	CULLIGAN	9.75
	Invoice	Date	Description	Amount
	272x30252805	08/31/2022	WATER AND COOLER RENTAL	9.75
Check	09/26/2022	200805 Accounts Payable	CURA	106.59
	Invoice	Date	Description	Amount
	H014401951	09/13/2022	SEPTEMBER MEALS	106.59
Check	09/26/2022	200806 Accounts Payable	CUSTOM PEST CONTROL	50.00
	Invoice	Date	Description	Amount
	119106	09/06/2022	PEST CONTROL AT 312 BUILDING	50.00
Check	09/26/2022	200807 Accounts Payable	CYNCON EQUIPMENT	193.34
	Invoice	Date	Description	Amount
	90195	09/02/2022	BROOM SWEEPER PARTS	193.34
Check	09/26/2022	200808 Accounts Payable	DAVE'S TOWING	450.00
	Invoice	Date	Description	Amount
	8/31/22	09/13/2022	TOWING 8/1 - 8/31/22	450.00
Check	09/26/2022	200809 Accounts Payable	DAVIS ULMER	1,517.50
	Invoice	Date	Description	Amount
	1052-F141737	08/17/2022	SPRINKLER SERVICE REPAIR	1,092.50
	1052-f145761	09/12/2022	SPRINKLER SYSTEM INSPECTION	425.00
Check	09/26/2022	200810 Accounts Payable	DIRECT ENERGY BUSINESS MARKETING, LLC	4,263.58

	Invoice	Date	Description	Amount
	HS23209196	09/13/2022	ACCT#692586-3081	4,263.58
Check	09/26/2022	200811 Accounts Payable	EAGLE POINT GUN	1,951.00
	Invoice	Date	Description	Amount
	145768	09/13/2022	backordered ammo	1,951.00
Check	09/26/2022	200812 Accounts Payable	EASTERN SECURITY SERVICES	166.35
	Invoice	Date	Description	Amount
	r265179	09/13/2022	MONITORING SERVICES BLANKET/BILL	166.35
Check	09/26/2022	200813 Accounts Payable	ED'S HEADS PORTABLE TOILETS	1,075.00
	Invoice	Date	Description	Amount
	83903	08/25/2022	PORTABLE TOILETS FOR GOLF COURSE	450.00
	93940+	09/01/2022	PORTABLE TOILETS FOR PARKS	625.00
Check	09/26/2022	200814 Accounts Payable	ELM CHEVROLET CO. INC.	145.84
	Invoice	Date	Description	Amount
	92959	08/29/2022	CHEVY PARTS/EPD CARS	145.84
Check	09/26/2022	200815 Accounts Payable	ELMIRA COCA-COLA BOTTLING CORP.	471.22
	Invoice	Date	Description	Amount
	31768770006	09/07/2022	FOUNTAIN & BOTTLE BEVERAGES/SUPPLIES	471.22
Check	09/26/2022	200816 Accounts Payable	ELMIRA DOWNTOWN DEVELOPMENT	64,301.00
	Invoice	Date	Description	Amount
	FALL 2022	09/13/2022	TAX ASSESSMENT - FALL 2022	64,301.00
Check	09/26/2022	200817 Accounts Payable	ENTERPRISE FM TRUST	5,276.58
	Invoice	Date	Description	Amount
	FBN4560107	09/13/2022	CUST#479407 - MONTHLY LEASES	5,276.58
Check	09/26/2022	200818 Accounts Payable	EWING IRRIGATION	173.04
	Invoice	Date	Description	Amount
	17700633	08/31/2022	BLANKET FOR IRRIGATION SUPPLIES	173.04
Check	09/26/2022	200819 Accounts Payable	FEDERAL EXPRESS CORP.	12.25
	Invoice	Date	Description	Amount
	7-873-42195	09/13/2022	ACCT#1210-7902-0	12.25
Check	09/26/2022	200820 Accounts Payable	FERRARIO FORD LINCOLN MERCURY	1,106.80
	Invoice	Date	Description	Amount
	61636 +	09/01/2022	MISC. MANUFACTURER'S PARTS	1,106.80
Check	09/26/2022	200821 Accounts Payable	FIRE ALARM SERVICE TECHNOLOGY INC	300.00
	Invoice	Date	Description	Amount
	42913	09/01/2022	ANNUAL FIRE ALARM MNITORING AT DPW, 312	300.00
Check	09/26/2022	200822 Accounts Payable	FIRST CLASS GLASS AND MIRROR	160.00
	Invoice	Date	Description	Amount
	14381	09/02/2022	Ghttps://nwseimira2018.cityofelmLASS/WINDSHIELD REPAIRS/EPD CARS	160.00
Check	09/26/2022	200823 Accounts Payable	FIRST TURF & ORNAMENTAL	139.00
	Invoice	Date	Description	Amount
	3002801&3002802	08/25/2022	BLANKET PURCHASE FOR GOLF COURSE SUPPLIES	139.00
Check	09/26/2022	200824 Accounts Payable	FIRST UNUM LIFE	936.81
	Invoice	Date	Description	Amount
	9/1/22	09/13/2022	POLICY#461381	336.10
	9-1-22	09/13/2022	POLICY#0461461-001	600.71
Check	09/26/2022	200825 Accounts Payable	FIRSTLIGHT FIBER	245.40
	Invoice	Date	Description	Amount

	12105968	09/13/2022	ACCT#38403	245.40
Check	09/26/2022	200826 Accounts Payable	FISCAL ADVISORS & MARKETING, INC.	2,200.00
	Invoice	Date	Description	Amount
	36766	09/13/2022	DISCLOSURE FILING	2,200.00
Check	09/26/2022	200827 Accounts Payable	GOODYEAR	1,378.79
	Invoice	Date	Description	Amount
	34359 +	08/10/2022	TIRES/REPAIRS-BLANKET PO	1,378.79
Check	09/26/2022	200828 Accounts Payable	HAMILTON MEATS, INC.	444.37
	Invoice	Date	Description	Amount
	52820	08/30/2022	BURGERS/SAUSAGE/CHICKEN/DOGS	444.37
Check	09/26/2022	200829 Accounts Payable	HANSEN'S AGGREGATE OF NEW YORK	1,967.76
	Invoice	Date	Description	Amount
	4181843	08/20/2022	BLANKET PURCHASE FOR TOPDRESSING SAND	1,967.76
Check	09/26/2022	200830 Accounts Payable	HEP SALES	231.57
	Invoice	Date	Description	Amount
	04-082552-014+	08/25/2022	BUILDING SUPPLIES	231.57
Check	09/26/2022	200831 Accounts Payable	I. D. BOOTH, INC.	6,952.50
	Invoice	Date	Description	Amount
	1349510+	08/15/2022	BLANKET FOR ELECTRICAL SUPPLIES	289.43
	S1353147.001	08/22/2022	PARTS/HARDWARE	6.29
	S1325815.001	09/13/2022	LIGHT POLE - MVA	6,656.78
Check	09/26/2022	200832 Accounts Payable	IPS GROUP, INC	3,246.16
	Invoice	Date	Description	Amount
	INV75743	09/13/2022	PARKING METER CHARGES	3,246.16
Check	09/26/2022	200833 Accounts Payable	JAMES J TURCSIK, JR.	2,341.95
	Invoice	Date	Description	Amount
	W/E 10/2/22	09/13/2022	PER CONTRACT	2,341.95
Check	09/26/2022	200834 Accounts Payable	JH DESIGN	204.00
	Invoice	Date	Description	Amount
	10952	09/13/2022	EPD #204 DECALS REPLACED	204.00
Check	09/26/2022	200835 Accounts Payable	JOE JOHNSON EQUIPMENT, INC.	378.63
	Invoice	Date	Description	Amount
	P41937	09/01/2022	MISC PARTS FOR SANITATION FLEET	378.63
Check	09/26/2022	200836 Accounts Payable	JOHN D MCCracken	18.35
	Invoice	Date	Description	Amount
	RITE-AID	09/13/2022	USB CABLE	18.35
Check	09/26/2022	200837 Accounts Payable	KECK'S FOOD SERVICE	730.21
	Invoice	Date	Description	Amount
	21731&21451	08/29/2022	FOOD, FOOD SUPPLIES, CONDIMENTS	730.21
Check	09/26/2022	200838 Accounts Payable	LCP GROUP, DEMOLITION DIVISION	59,824.00
	Invoice	Date	Description	Amount
	7/25/22	09/13/2022	DEMOLITION - 923 LAKE ST	59,824.00
Check	09/26/2022	200839 Accounts Payable	LOWE'S COMPANIES, INC.	377.17
	Invoice	Date	Description	Amount
	56692	08/11/2022	BLANKET FOR BUILDING MATERIALS	198.55
	52539	09/07/2022	BLANKET FOR TOOLS, PAINT, IRRIGATION & MOWER PARTS	178.62
Check	09/26/2022	200840 Accounts Payable	MCCARTHY TIRE SERVICE	2,458.39
	Invoice	Date	Description	Amount
	35-50867	09/07/2022	OUTSIDE REPAIRS	364.95
	35-50513	08/31/2022	TIRES RFB#2380 RES#22-255	2,093.44
Check	09/26/2022	200841 Accounts Payable	MIDWEST MOTOR SUPPLY CO	42.62

INC

	Invoice	Date	Description	Amount
	100245763	08/29/2022	SHOP EQUIP/TOOLS/SUPPLIES	42.62
Check	09/26/2022	200842 Accounts Payable	MONROE TRACTOR	468.97
	Invoice	Date	Description	Amount
	P54244	08/30/2022	GLASS FOR LOADER REPAIR	468.97
Check	09/26/2022	200843 Accounts Payable	NAPA AUTO PARTS	2,434.96
	Invoice	Date	Description	Amount
	69578	08/30/2022	OIL/LUBRICANTS MTGC SOURCEWELL#032521-GPC	1.91
	69023, 69516	08/24/2022	OIL/LUBRICANTS/SOURCEWELL #032521-GPC	1,515.00
	60601 +	05/25/2022	PARTS/BLANKET PO SOURCEWELL CONTRACT	918.05
Check	09/26/2022	200844 Accounts Payable	NU-WAY ELMIRA	100.00
	Invoice	Date	Description	Amount
	11740D4345-2	09/13/2022	BLANKET PURCHASE FOR FILTERS & OIL	100.00
Check	09/26/2022	200845 Accounts Payable	NYS ASSOC. OF CITY & VILLAGE CLERKS	50.00
	Invoice	Date	Description	Amount
	10/22-9/23	09/13/2022	CLERK MEMBERSHIP DUES	50.00
Check	09/26/2022	200846 Accounts Payable	NYS DEC	450.00
	Invoice	Date	Description	Amount
	9990000547121	07/20/2022	STEPHEN BLOSS PESTICIDE LICENSE	450.00
Check	09/26/2022	200847 Accounts Payable	NYS DEPARTMENT OF TRANSPORTATION	200.00
	Invoice	Date	Description	Amount
	023153	09/01/2022	RT 17 SIGN FOR DUNN FIELD	200.00
Check	09/26/2022	200848 Accounts Payable	NYSEG	231.88
	Invoice	Date	Description	Amount
	9/6/22	09/13/2022	ACCT#1005-1984-374	109.26
	SEPTEMBER 2022	09/13/2022	ACCT#1005-0397-206	122.62
Check	09/26/2022	200849 Accounts Payable	NYSID	17,636.64
	Invoice	Date	Description	Amount
	974319 & 974364	09/12/2022	CARETAKERS IN PARKS MAY-SEPT	12,888.16
	973265	09/12/2022	JANITORIAL SERVICES	4,748.48
Check	09/26/2022	200850 Accounts Payable	Passport Labs, Inc	702.71
	Invoice	Date	Description	Amount
	INV-1032698	09/13/2022	TICKET PROCESSING FEE	702.71
Check	09/26/2022	200851 Accounts Payable	PAWS OF NY	1,107.00
	Invoice	Date	Description	Amount
	9/12/22	09/13/2022	ACCOUNT #126	1,107.00
Check	09/26/2022	200852 Accounts Payable	PERRY & CARROLL, INC.	120,813.00
	Invoice	Date	Description	Amount
	439322	09/13/2022	POLICY#ZUP-16P22632-22-PA	26,000.00
	439321	09/13/2022	POLICY#ZLP-41N45937-22-PA	31,211.00
	439319	09/13/2022	POLICY#H-PRH-OT939493-TIL-22	187.00
	439323	09/13/2022	POLICY#H-630-OT392169-TIL-22	18,505.00
	439320	09/13/2022	POLICY#H1N-810-OT392169-IND-22	44,910.00
Check	09/26/2022	200853 Accounts Payable	PETNY	2,822.00
	Invoice	Date	Description	Amount
	8-15-22	09/13/2022	WORKERS COMP LIABILITY	2,822.00
Check	09/26/2022	200854 Accounts Payable	POINT SPRING & DRIVESHAFT CO.	2,602.23
	Invoice	Date	Description	Amount
	151282 +	08/11/2022	HEAVY DUTY PARTS RFB#2077R	2,602.23
Check	09/26/2022	200855 Accounts Payable	PRAXAIR DISTRIBUTION, INC.	369.28
	Invoice	Date	Description	Amount

			30861262+	08/09/2022	BLANKET FOR WELDING SUPPLIES	251.32
			69579408 +	03/22/2022	WELDING SUPPLIES	117.96
Check	09/26/2022	200856	Accounts Payable		RINWALSKE GARAGE	3,084.00
			Invoice	Date	Description	Amount
			2K204	09/13/2022	EXPLORER REPAIR	2,609.00
			STATEMENT 2560	09/13/2022	45878/45754/46677/45777	475.00
Check	09/26/2022	200857	Accounts Payable		S V MOFFETT CO INC	80.11
			Invoice	Date	Description	Amount
			01-344086	08/23/2022	MOWER BLADES/PARTS	80.11
Check	09/26/2022	200858	Accounts Payable		SAM'S CLUB DIRECT	314.19
			Invoice	Date	Description	Amount
			8/29 & 9/8	09/12/2022	Account #6430	314.19
Check	09/26/2022	200859	Accounts Payable		SHEESLEY SEWER SERVICE	1,015.20
			Invoice	Date	Description	Amount
			121636	08/23/2022	CLEAN LINES AT ANIMAL SHELTER	1,015.20
Check	09/26/2022	200860	Accounts Payable		SIMMONS ROCKWELL	365.09
			Invoice	Date	Description	Amount
			99039, 99064	08/15/2022	OUTSIDE REPAIRS/SERVICE	365.09
Check	09/26/2022	200861	Accounts Payable		SOUTHERN TIER SENTRY HARDWARE	73.84
			Invoice	Date	Description	Amount
			81201	08/29/2022	BLANKET FOR PARTS, SUPPLIES, HARDWARE	47.84
			81397	09/13/2022	BLANKET FOR PARTS, HARDWARE & TOOLS	26.00
Check	09/26/2022	200862	Accounts Payable		STAPLES BUSINESS ADVANTAGE	275.27
			Invoice	Date	Description	Amount
			3515865071	09/13/2022	Blanket PO Office Supplies	28.77
			3515928724	09/13/2022	Office Supplies	71.94
			3516132620	09/13/2022	Office Supplies	69.57
			3516708571	09/13/2022	Office Supplies	104.99
Check	09/26/2022	200863	Accounts Payable		STEWART P. WILSON	28,030.69
			Invoice	Date	Description	Amount
			444274 +	08/08/2022	FUEL-BLANKET PO RFB# 2402 RES#22-187	28,030.69
Check	09/26/2022	200864	Accounts Payable		STEWART P. WILSON	2,588.42
			Invoice	Date	Description	Amount
			456518	08/22/2022	FUEL-BLANKET PO RFB# 2402 RES#22-187 MTGC	2,588.42
Check	09/26/2022	200865	Accounts Payable		TAX COLLECTOR, ELMIRA HEIGHTS	37,837.31
			Invoice	Date	Description	Amount
			BILL #003282	09/13/2022	2275 CORNING ROAD-TM#68.00-2-22	37,837.31
Check	09/26/2022	200866	Accounts Payable		TIME WARNER CABLE	14.43
			Invoice	Date	Description	Amount
			143746101090122	09/13/2022	ACCT#143746101	14.43
Check	09/26/2022	200867	Accounts Payable		TIME WARNER CABLE	398.72
			Invoice	Date	Description	Amount
			12573090122	09/01/2022	INTERNET SERVICES AT MTGC	398.72
Check	09/26/2022	200868	Accounts Payable		TOLEMI	14,680.00
			Invoice	Date	Description	Amount
			ELMINY003	09/13/2022	Building Blocks Subscription & Licenses 11/1/22-11/1/23	14,680.00
Check	09/26/2022	200869	Accounts Payable		TOLLS BY MAIL PAYMENT PROCESSING CENTER	5.86
			Invoice	Date	Description	Amount
			8/29/22	09/13/2022	TOLL BILL NO 17777664589	5.86
Check	09/26/2022	200870	Accounts Payable		TWIN TIERS AUTO WASH, LLC	117.00
			Invoice	Date	Description	Amount

	1020	09/13/2022	CAR WASHES	117.00
Check	09/26/2022	200871 Accounts Payable	TYLER TECHNOLOGIES, INC.	15,252.82
	Invoice	Date	Description	Amount
	045-392531	09/13/2022	SUPPORT & UPDATE LICENSING	1,082.38
	045-392532	09/13/2022	SUPPORT & UPDATE LICENSING	14,170.44
Check	09/26/2022	200872 Accounts Payable	UniFirst Corporation	169.96
	Invoice	Date	Description	Amount
	3424623+3424622	09/08/2022	FLOOR MATS FOR BUILDINGS	169.96
Check	09/26/2022	200873 Accounts Payable	VAL-U TOWING	180.00
	Invoice	Date	Description	Amount
	AUGUST 2022	09/13/2022	TOWING	180.00
Check	09/26/2022	200874 Accounts Payable	VASCO BRANDS, INC.	239.88
	Invoice	Date	Description	Amount
	134066+134161	08/25/2022	BLANKET FOR JANITORIAL SUPPLIES	239.88
Check	09/26/2022	200875 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	3,591.44
	Invoice	Date	Description	Amount
	607-737-5601-AUG	09/13/2022	ACCT#251-754-338-0001-91	3,505.29
	607-737-5600-AUG	09/13/2022	ACCT#651-754-337-0001-23	68.92
	607-737-0531-AUG	09/13/2022	ACCT#251-754-321-0001-58	17.23
Check	09/26/2022	200876 Accounts Payable	VERIZON WIRELESS	3,066.36
	Invoice	Date	Description	Amount
	9914153651	09/13/2022	ACCT#286111989-0001	3,066.36
Check	09/26/2022	200877 Accounts Payable	W. W. GRAINGER	867.71
	Invoice	Date	Description	Amount
	9408364785	09/12/2022	PARTS, SUPPLIES, HARDWARE	867.71
Check	09/26/2022	200878 Accounts Payable	WEST INFORMATION PUBLISHING GROUP	763.99
	Invoice	Date	Description	Amount
	846927652	09/13/2022	WESTLAW CHARGES 8/1 - 8/31/22	327.00
	847037487	09/13/2022	LIBRARY PLAN 8/1 - 8/31/22	436.99
Check	09/26/2022	200879 Accounts Payable	WEX BANK	65.97
	Invoice	Date	Description	Amount
	86487142	09/13/2022	FUEL PURCHASES	65.97
Check	09/26/2022	200880 Accounts Payable	XEROX CORPORATION	954.95
	Invoice	Date	Description	Amount
	016968357	09/13/2022	CUST#718272685	40.99
	016968351	09/13/2022	CUST#708184676	40.82
	016968352	09/13/2022	CUST#708184692	59.81
	016968379	09/13/2022	CUST#723461141	27.83
	016968356	09/13/2022	CUST#718270358	21.99
	016968374	09/13/2022	CUST#721817914	19.05
	016968358	09/13/2022	CUST#718282973	44.85
	016968359	09/13/2022	CUST#718422447	5.05
	016968369	09/13/2022	CUST#719281396	18.56
	175470982	09/13/2022	CUST#718272685	676.00
Check	09/26/2022	200881 Accounts Payable	BYLER PROPERTIES	109.78
	Invoice	Date	Description	Amount
	TM#99.10-6-38	09/13/2022	TAX OVERPAYMENT	109.78

GENERAL FUND GENERAL FUND Totals: Transactions: 98 \$884,400.08

Checks: 98 \$884,400.08

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 09/26/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	09/26/2022	104616 Accounts Payable	CHAMPION FASTENERS		290.00
	Invoice	Date	Description		Amount
	80299	09/13/2022	PVC PIPE/CAPS/GENL HARDWARE		290.00
Check	09/26/2022	104617 Accounts Payable	DALRYMPLE GRAVEL COMPANY		3,169.20
	Invoice	Date	Description		Amount
	16045	08/28/2022	Hot Mix Asphalt RFB# 2392		3,169.20
Check	09/26/2022	104618 Accounts Payable	EJ USA, INC		21,640.80
	Invoice	Date	Description		Amount
	110220063498	08/25/2022	6" CATCH BASINS		21,640.80
Check	09/26/2022	104619 Accounts Payable	ELMIRA ROAD MATERIALS, LLC		414,545.67
	Invoice	Date	Description		Amount
	8988, 8986	07/25/2022	W. 4TH STREET PAVING RFB#0266		118,700.87
	8974, 8980	07/20/2022	PENNSYLVANIA AVE PAVING RFB#0266		244,825.03
	8987	07/26/2022	E. WARREN ST PAVING RFB# 0266		51,019.77
Check	09/26/2022	104620 Accounts Payable	HP ORDER ENTRY		16,729.04
	Invoice	Date	Description		Amount
	9016527297	09/13/2022	PC Desktop order 2022		16,729.04
Check	09/26/2022	104621 Accounts Payable	I. D. BOOTH, INC.		52,304.60
	Invoice	Date	Description		Amount
	1235097.03 & 04	08/02/2022	XPS LED STREETLIGHTS W/ FUSELINKS AND SENSORS		52,304.60
Check	09/26/2022	104622 Accounts Payable	J.F. & J.P. WENZEL		499.25
	Invoice	Date	Description		Amount
	105265	09/07/2022	COLLEGE AVE PUMP STATION REPAIRS		499.25
Check	09/26/2022	104623 Accounts Payable	SENECA PAVEMENT MARKING		195,354.37
	Invoice	Date	Description		Amount
	1stRoundStriping	09/06/2022	ROAD PROGRAM 2022 TRAFFIC STRIPING/MARKING		195,354.37
Check	09/26/2022	104624 Accounts Payable	TREU OFFICE SUPPLY CORP.		33.20
	Invoice	Date	Description		Amount
	250027	08/31/2022	SHEET PROTECTORS/OFFICE SUPPLIES FOR POSTINGS		33.20
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 9		\$704,566.13
Checks:	9		\$704,566.13		

HAND CHECKS DETAILS
CAPITAL HAND CHECKS DETAIL

\$14,433.63
\$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 09/07/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	09/07/2022	200780 Accounts Payable	JAMES J TURCSIK, JR.		7,891.83
	Invoice	Date	Description		Amount
	8/16-8/31/22	09/07/2022	Commission Check		7,891.83
Check	09/07/2022	200781 Accounts Payable	KYLE STORMS		66.00
	Invoice	Date	Description		Amount
	SEPT 6 TRAINING	09/07/2022	MEALS PER DIEM		66.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 2		\$7,957.83
Checks:	2	\$7,957.83			

ACH PAYMENTS**GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 9/02/2022-9/16/2022**

9/8/2022 GHI DENTAL	\$	599.00
9/14/2022 GHI DENTAL	\$	1,533.00
9/14/2022 GHI DENTAL	\$	2,989.20
	\$	5,121.20

MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 9/02/2022-9/16/2022

8/23/2022 SARATOGA EAGLE	\$	205.10
8/30/2022 SARATOGA EAGLE	\$	263.80
9/7/2022 A.L. GEORGE	\$	323.55
9/7/2022 SARATOGA EAGLE	\$	495.50
9/9/2022 A.L. GEORGE	\$	66.65
	\$	1,354.60

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2022-331

Sponsor: Nick Grasso

ATTACHMENTS

[Adjournment Sept 26.docx](#)

September 26, 2022

RESOLUTION

NO. 2022 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Tuesday, October 11, 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	